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C. H. W.
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RAILROAD WAGE HEARINGS
1920


STATEMENTS MADE BY THE
ASSOCIATION OF RAILWAY EXECUTIVES
CONFERENCE COMMITTEE OF MANAGERS



BEFORE THE
UNITED STATES RAILROAD LABOR BOARD,
CHICAGO, ILLINOIS

MAY 17 TO JUNE 4, 1920





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MEMBERSHIP OF THE ASSOCIATION OF RAILWAY EXECUTIVES, CONFERENCE COMMITTEE OF MANAGERS

Name	Title	Road
E. T. Whiter, Chairman	Assistant to Vice-President	Pennsylvania R. R.
W. W. Bates	Assistant to General Manager	Delaware & Hudson Co.
F. E. Blaser	Assistant to Vice-President	Baltimore & Ohio R. R.
J. H. Dyer	General Manager	Southern Pacific Co.
J. H. Foster	General Superintendent	Chicago, Milwaukee & St. Paul Ry.
C. E. Fuller	Superintendent Motive Power and Machinery	Union Pacific R. R.
E. W. Grice	Manager, P. S. & S.	Chesapeake & Ohio Ry.
J. W. Higgins	Executive Secretary	The Association of Western Railways.
C. E. Lindsay		New York Central R. R.
Chas. P. Neill	Manager	Bureau of Information of the Southeastern Railways.
M. H. Oakes	Superintendent of Shops	Chicago Great Western R. R.
S. B. Seifert	Superintendent Car Department	Norfolk & Western Ry.
C. H. Stein	Assistant to the President	Central R. R. of New Jersey.
A. W. Trenholm	Vice-President	Chicago, St. Paul, Minneapolis & Omaha Ry.
J. G. Walber	Secretary	Bureau of Information of the Eastern Railways.

STATEMENTS MADE BEFORE THE UNITED STATES RAILROAD LABOR BOARD BY THE ASSOCIATION OF RAILWAY EXECUTIVES, CONFERENCE COMMITTEE OF MANAGERS

MAY 17, 1920.

At the very outset of our presentation of the case of the railroads we represent, we wish to make clear beyond any discussion or misunderstanding the attitude in which the Committee representing the railroad management comes before your Honorable Board.

We are not here as the **opponents** of the representatives of the railroad employees who are before you seeking increases in wages; we are not here to argue that **all** of their requests should be denied; we are not here to obstruct or to delay a speedy hearing or a fair and prompt disposition of the requests presented. We are here in good faith, to assist your Board to grapple understandingly with the vast and complex problem that has been presented to you for your consideration and decision.

With the single exception of the Lane Commission, no Tribunal in industrial history has ever before been called upon to determine in a single proceeding what is a just and reasonable wage for each of the various classes of railroad employees—representing as they do scores of occupations, involving in the aggregate some two million men, and whose separate requests, when combined together, **involve increases in the pay rolls** aggregating many hundreds of millions of dollars; as each increase of even one cent per hour to all employees approximates \$50,000,000 per year. Not only is the problem complex because of the large number of men concerned and the vast sums involved, but even more because of the intricacies involved in making fair adjustments and determining proper differentials between the many different classes of employment and groups of employees.

We are fully conscious of the gravity and complexity of the problem you are called upon to decide and the pressing necessity of a decision at as early a date as is compatible with a fair understanding of the considerations upon which the pending requests are based and of the inter-relationship of rates properly applicable as between different occupations and different groups of employees.

We, therefore, reiterate that we are not here to obstruct or to delay the hearings or to oppose fair increases in existing rates of wages, where increases are shown to be justified.

When our committee met the representatives of the employees for direct negotiations as provided for in Section No. 301 of the Transportation Act, we did not decline their requests because we believed them in all respects either unfair or unreasonable. When we found by a rough computation that their combined requests involved the enormous aggregate of a billion dollars or over, we advised the representatives of the employees

"that the railroads could not assume the responsibility of adding such a burden to the costs of transportation, excepting with the full knowledge and consent of the public through its representatives;" and we further advised them that we

"could not escape the conviction that due respect for the spirit of the law demanded that these requests should go for consideration and decision to the Labor Board upon which the public will have representation."

In keeping with the position thus outlined in our communications to the men, we conceive the duty of our Committee, in this proceeding, to be to furnish to the Board such facts and figures as are relevant to the circumstances which Section 307 of the Transportation Act requires this Board to take into consideration in determining the justness and reasonableness of the wages to be fixed by this Honorable Board. As we interpret the spirit and intent of the Transportation Act, this proceeding has now passed out of the realm of mere bargaining between Managements and Men. When Managements and Men could not agree in conference, and when they jointly referred the matters of difference to this Board, in accordance with the provisions of Section 301, then and thereby it became at once immaterial what either Management or Men might be willing to offer or to take, in compromise negotiations or as a matter of bargaining. In the situation as it now exists, and in accordance with the spirit and purpose of the Transportation Act, the acceptability or unacceptability to this Committee or to the interests which it represents of any particular rate or rule can make no difference in the duty or responsibility of this Honorable Board; but a majority of this Board, of which majority at least one member shall be from the public group, must decide, from due consideration of the relevant circumstances, what are the respective amounts of increases which will bring the wages up to the standard provided by the Act as being "just and reasonable."

Therefore, our Committee will confine itself to the presentation of relevant facts and figures, helpful (we hope) to the Board in the performance of the duty which the law has imposed upon the Labor Board, and particularly upon the members thereof constituting the public group, because the present situation is, undoubtedly one wherein any wage increases which may be granted are likely to necessitate a substantial readjustment of the transportation rates. Believing it to be our duty, we have refrained, in our presentation from suggesting what is the fair and reasonable rate of wages which will be produced by the application by the Board of the rules provided by the Transportation Act, or how the Board shall proceed, in applying said rules, toward reaching a basis for any increases which the Board may award. Likewise we have refrained from suggesting or discussing whether any particular increase would be satisfactory or unsatisfactory to the railroads which we represent.

We appreciate fully that the increases received by **some** employees in the last five years have not been commensurate with the increases in the cost of living and that due consideration to this fact must be given by the Board, in determining which of these employees are fairly entitled to increases to enable them better to meet the burdens resulting from the increased cost of living.

We appreciate also that there are other employees who are receiving rates which can not be considered at all low in an absolute sense, yet which do not compare favorably in some localities with wages paid similar occupations in outside industries; and we further appreciate that the discrepancies are such that the railroads cannot under present conditions in such localities hold these employees for their very necessary work unless some increases are given. However, in many such cases the outside wages are paid for classes of service which have no counter-parts in the railroad employment and which are made possible by the product of the industries and the prices they are able to command. We cannot, of course, hope to compete with outside rates, cent for cent per hour, nor should this be considered necessary. Consideration must be given to the greater regularity and continuity of employment in railroad service, to the greater stability of railroad rates of wages when once established, and to other attractive features of railroad employment which in the past have induced men to prefer to continue in railroad employment even when outside employment offered a somewhat higher rate per hour.

Another respect in which the present proceedings differ from previous adjudications of wage controversies is that the Transportation Act lays down several specific elements that shall be considered by this Board in its determination of what is a "just and reasonable" wage in each of the many and diversified occupations represented in the different departments of railroad operation and maintenance. The Act directs in Section 307, that your Board shall establish rates of wages "which in the opinion of the Board are just and reasonable." We are fully in accord with the principle thus laid down in the law, believing that efficient or satisfactory service cannot be expected for wages that are not "just and reasonable." We desire to see the transportation work of the country carried on by employees who have no just cause for dissatisfaction over their wage rates; and we are not, therefore, before you to urge that your board put a narrow or illiberal construction upon the words "just and reasonable wage" used in the law. We believe equally that in return for a fair wage every employee or organization of employees should feel obligated to give efficient and ungrudging service. We are opposed, therefore, to the granting or perpetuation of **rules** which result in preventing the railroads—and through them the public—from receiving a fair return in service for payment made. We are opposed equally to the granting or perpetuating of so-called punitive rules, which while usually asked for on the basis that they are to protect against hardship or abuse, yet in their practical application, in which no exceptions are allowed, are converted into rules which regularly serve to increase earnings of employees.

When considered in connection with the increases granted since 1915, the percentage over existing rates which is being asked for by the different groups of employees, parties to this proceeding, is unprecedented. This aspect of the situation

is brought out most clearly by the increases in the payroll since 1915. For that year the payroll was in round numbers \$1,140,000,000. For 1919 the payroll was approximately \$2,750,000,000. A portion of this increase was due to the increased number of employees required, partly through the reduction of hours to eight and partly through the increase in the volume of business. But, the greater part of it, approximately a billion dollars, was due to increases in basic rates of pay, and to other increases in earnings due to the reduction of the basic day to eight hours and to the extension of time and one-half for overtime to classes of employees not formerly thus paid. The present aggregate demands involve increases on top of those already granted which would further increase the payroll by not less than another billion dollars. It does not necessarily follow, and it is not being argued in what has just been said, that the mere total of the increases asked is in itself a fair test, or index of the reasonableness or unreasonableness of the demands now before you. But it does focus, or concentrate the attention of each of us upon the question of what can furnish a basis, or a justification, for the presentation now of demands aggregating such a sum after the granting of earlier increases nearly, if not fully, equalling the increases now asked.

It is perfectly obvious, and has been conceded to a large extent, that the primary reason for the presentation of the demands now before you and for the urgent insistence upon their being granted lies in the great increase in the cost of living that has resulted from the world war. That there has been an increase in living costs is evident to all of us. Fortunately, in the interest of an expeditious decision there need be no time lost in controversy over the extent of this increase. While the principal authorities in this field of investigation differ by a few points in their statements of the percentage of this increase, they are so near together that they may be considered as being in substantial agreement on this point. No two studies on this subject can be expected to reach identical results as to exact percentages. From the very nature of the subject, and from the restricted or merely representative character of the investigations that the magnitude and the complexity of the subject compel, the percentages of increases shown by these different studies, or investigations, can only be regarded as close—probably very close—approximations; and it would be largely futile to use time in arguing over the comparative validity of studies or reports that differ only by a comparatively few points in their respective statements of average percentages.

With the forces now at work to bring about a reduction in the high living cost, with the now thoroughly aroused public sentiment, with the organized movement to curtail inflation, it is next to impossible to believe that the peak in the increase in cost of living has not been reached; and a procedure that would fix Railroad wages permanently on the basis of the present living cost could hardly be defended. And, unless some automatic principle is embodied in the award of your Board that will operate to readjust basic rates as living costs go back towards the pre-war basis, or unless something is incorporated that will provide for a review of the award after some specified period, any wage rates that may now be fixed by your award would be practically permanent rates. It is not at all intended here to say that any wage rates that your Board might award to meet the increased cost of living should be taken away again as fast as, and in the very same percentage as, the cost of living comes down. This would be in effect to decree that Railroad employees should remain in the same comparative situation they were in before your award. We are not asking or suggesting this; but if as costs of living go down towards the pre-war basis, a less than proportionate decrease in basic wages were provided for, the employees would be better and better off, as compared with pre-war conditions, in spite of such reductions.

As already stated, without some such provision in any award you may make, the rates provided in such award would be practically permanent. In fact, in view of the provision of Section 307 (d) that one of the circumstances to be taken into consideration shall be "the relation between wages and the cost of living" we respectfully submit that some such provision is required by the law under which this Board is acting.

The experience of the past will show that, except for unskilled labor, increases once granted in basic rates have been practically permanent. Nor is there any reason to believe that if increases should now be granted in any basic rates, such increases would not, in the absence of some provisions as suggested above prove as permanent as increases have proved in the past.

Various studies and budgets have been introduced before your Board dealing with minimum or comfort standards of living. Questions of this kind are hardly susceptible of determination with mathematical exactness, and we have no desire to complicate or prolong this hearing by debate over these budget studies. While we feel that because of long experience with technical questions involved in the proposals before you we can be helpful in such matters, we believe that the various members of your Board are just as well, and perhaps better equipped, than any of us to form a correct judgment as to the value of the budgetary studies that have been submitted to you for consideration. We, therefore, pass over this question without discussion.

It is our intention to analyze the several proposals and indicate to the Board their significance and the effect they will have upon the present wage bases and the relations between classes of employees which have existed for years.

Some of the proposals go beyond mere increases in rates of pay, but, due to the bases upon which such rates are requested to be applied, it is necessary to develop various collateral conditions. We are convinced that the Board is desirous of composing the situation and avoiding any complications that can be anticipated or foreseen. To this end we will endeavor to call attention to conditions which we feel of vital concern, but, owing to the magnitude of the problem, we find it necessary to omit much detail which, while of importance, cannot be recited at length if a decision is to be reached in the near future, which we agree is important.

Before we enter into the discussion of the technical provisions of the several proposals it is proper to recite some of the conditions which caused the demands of the employees to remain unsettled at the termination of Federal Control of the railroads. We have filed with the Board copies of the correspondence which passed between the Director General of the

Railroads and the representatives of the employees, and the communications from the President to the Chairman of the Association of Railway Executives and the Chief Executives of the labor organizations. We have also filed the pamphlet issued by the Director General in August, 1919, containing his report to the President as to the situation at that time in connection with the request of the Shopmen and the reasons why they could not then be disposed of.—Because of the great importance of this report, and its intimate bearing on the present situation I shall read the entire report.

As showing the situation some six months later at the close of Federal Control the following is enlightening. After reciting various agreements which had been entered into by the Railroad Administration, the following statements appear in the letter of the Director General to the President dated February 12, 1920:

"The important steps just enumerated have not only greatly improved and established working conditions but have given various important classes of the employees, and especially train and enginemen and maintenance of way men, numerous benefits of substantial pecuniary value, largely in the way of additional pay for overtime aggregating perhaps \$60,000,000 to \$65,000,000 per year, which they have only begun obtaining within the last one or two months.

"The pending demands which I have enumerated were, as above stated, considered by the Board so far as they were regarded as constituting claims of inequalities. But the claims were so extensive, rested upon such diverse and elaborate data, and were so far from consistent, that the Board was not able to agree upon any recommendations whatever as to any of them and the various members were not able to submit even their individual views until the latter part of November and during the month of December. By reason of the complexity and conflicting character of the claims, and of the diverse views of the members of the Board, the matter called for elaborate analysis by the Divisions of Labor and of Operation, and could not possibly be gotten ready for even my preliminary consideration until the end of January. By that time the employees had begun anew to insist that these matters ought to be considered not only on the basis of inequalities, but on the basis of needed general increases to meet the increased cost of living, the wages paid in other industries, provision of a reasonable minimum wage, etc. In such circumstances it became evident to me, and to all of my associates in the Divisions of Labor and of Operation, that the matters were so inter-related that they could not be dealt with except by viewing the question as one of general adjustment of railroad wages, on consideration of the whole situation, and that it would be a physical impossibility for the Railroad Administration, prior to its loss of jurisdiction on February 29th, to act with finality.

"A conference was arranged with the chief executives of all the principal railroad labor organizations to consider this situation and to discuss the question of an appropriate procedure for dealing justly with the matter. This conference began on February 3rd and has continued up to this time in an effort to clarify the facts and reach a clear understanding. The conference has proved exceedingly valuable, and has paved the way, I believe, for a much more expeditious handling of the situation than would have otherwise been possible. At the same time I have become more convinced than ever that the subject cannot be intelligently and justly dealt with, except in a comprehensive way, which will include consideration of all pertinent factors, among these being the matter of average wages for analogous service in other industries throughout the country, the question of the cost of living, and the question of a reasonable minimum wage, as well as the claims as to inequalities. So far, the Railroad Administration has not been in position to consider any of these matters except the question of inequality which have speedily become so far-reaching as to convert themselves into the more general questions.

"The fact is that the problem in its present dimensions covers the entire field of railroad wages. The hopelessness of dealing with it through consideration of claims pressed by the employees on the ground of inequalities has been thoroughly demonstrated by the experience of the Railroad Administration. Practically every class of railroad employee has felt that some other class has received more favorable treatment and has complained accordingly, and has presented plausible arguments in support of its claim. The result is that the Wage Board, composed of experts representing both the managements and the employees, has been wholly unable to agree upon a single one of these cases. My discussions of the past week have made it clear that even if there were time to reach conclusions which would call for readjustments as to particular classes, this would be wholly unsatisfactory as to the other classes and would make no progress toward a complete solution. These difficult conditions are the inevitable outgrowth of the radical changes which have taken place in wage levels both on the railroads and in all other industries as a result of the conditions created by the war, and nothing short of the comprehensive action which I recommend can be expected to compose the situation. Suggestion has been made that this matter should be temporarily dealt with by a uniform or flat increase of a certain number of cents per hour to all railroad employees. My study of the general situation has convinced me that no such action would be justified and it would merely accentuate the complaints as to the inequalities, and that the matter must be disposed of upon the broad general issues.

"As to the three important general issues thus presented, the situation at the moment is as follows: there is no showing now before the Railroad Administration upon the basis of which a correct conclusion could be immediately drawn as to the average wages paid throughout the United States in private industries for service similar to those rendered by railroad employees or for measuring reasonably the degree and extent of similarity. There is no showing before the Railroad Administration from which could be immediately deducted a just conclusion as to what is a fair minimum wage to be used for application throughout the country. The showings as to the extent of the increase in the cost of living and as to the extent of the increase of wages of railroad employees are not entirely agreed upon and a just conclusion in regard to them cannot be immediately reached. I believe all these matters can be promptly cleared up by the adoption of the course which I recommend but it is impossible to conduct such inquiries to the point of completion and final action in regard thereto prior to March 1st.

"It is impossible for the Railroad Administration to dispose of such a comprehensive and far-reaching problem in the remaining 17 days in which it will have jurisdiction and with such an expiring jurisdiction the Railroad Administration could not justify itself to the country in settling permanently for the future a problem of this character which involves so much both to the railroad employees and the public which in some form must bear the cost of railroad wages."

As affording a general idea of increases in the payrolls of the Railroads which have taken place since 1915, we call attention to the following statement which is taken from the statistics of the Interstate Commerce Commission, excepting for the year 1919, which figures are estimates by the Railroad Administration.

Railways of Class 1

Year	Total Wages Paid Employees	Total Operating Revenue	Percentage of Payroll to Gross Earnings	Total Employees
<u>Fiscal</u>				
1915.....	\$1,134,665,975	\$2,871,563,047	39.51	1,366,316
1916.....	1,366,100,518	3,381,597,866	40.40	1,647,097
<u>Calendar</u>				
1916.....	1,468,576,394	3,596,865,766	40.83	.....
1917.....	1,730,057,342	3,988,827,671	43.37	1,703,748
1918.....	2,581,884,559	4,842,695,884	53.32	1,848,774
1919.....	2,744,000,000	5,113,537,241	53.66	1,977,616

The statement shows that in 1915 the payrolls were 39.51% of the gross earnings, while in 1919, based on an estimated payroll for the year, the percentage was 53.66%, showing that labor received approximately 14% more of the gross earnings than in 1915. This shows that regardless of what may be the facts in other employments, railroad labor has participated in the increased revenues resulting from the increased volume of business and the increased rates which were effective in 1919.

In testifying before the House Appropriation Committee on April 8, 1920, Page 210, the Director General stated that the following increases had been granted.

	<u>Employees Affected</u>	<u>Effective Date</u>	<u>Estimated Annual Increase in Payroll Chargeable to Operating Expenses</u>
General Order 27 (substantially recommendation of Lane Commission)	All employees receiving less than \$250.00 per month	Jan. 1, 1918	\$360,000,000
Supplement No. 4	Shop employees	Jan. 1, 1918	209,000,000
Supplements 7 and 8	Maintenance of way employees and clerks	Sept. 1, 1918	190,000,000
Supplement 13	Agents and operators	Oct. 1, 1918	25,000,000
Supplements 14, 17 and 18	Policemen, dining and sleeping car employees	Jan. 1, 1919	8,000,000
Supplements 15 and 16	Enginemen and trainmen	Jan. 1, 1919	60,000,000
Increase in pay under equalization adjustment May 1, 1919	Shop employees	May 1, 1919	50,000,000
Time and one-half for overtime allowed	Enginemen and trainmen, road freight service	Dec. 1, 1919	38,000,000
Time and one-half for overtime and other adjustments in pay	Maintenance of way employees and clerks	Dec. 16, 1919	25,000,000
		Jan. 1, 1920	25,000,000
			<u>\$965,000,000</u>

It is noted that the increases shown are the amounts chargeable to Operating Expenses. The wage scales also applied to employees used in work chargeable to "Additions and Betterments" or other "Capital Accounts" which represents approximately 10% which would make the total increases approximately \$1,071,000,000.

As showing the effect on the earnings per hour of the employees produced by the changes in the rates of pay and the changed basis for the application thereof, we submit a statement compiled by the United States Railroad Administration showing a comparison between the year 1915 and the months of December 1917, and October, 1919. This statement we will file as Exhibit No. 1.

COMPARISON OF AVERAGE HOURS WORKED PER EMPLOYEE PER MONTH, AVERAGE HOURLY COMPENSATION AND AVERAGE MONTHLY COMPENSATION PER EMPLOYEE IN OCTOBER, 1919, DECEMBER, 1917, AND DURING THE YEAR ENDED JUNE 30, 1915.

I.C.C. Class No.	CLASSES OF EMPLOYEES	Average Hours Worked per Employee			Average Hourly Compensation per Employee			Per cent of Increase in Hourly Compensation		Average Monthly Compensation per Employee			Per cent of Increase in Monthly Compensation		
		Oct. 1919	Dec. 1917	Mo. Aver. Year Ended June 30, 1915	Oct. 1919	Dec. 1917	Year Ended June 30, 1915	Oct. 1919 Over Dec. 1917	Oct. 1919 Over Year Ended June 30, 1915	Oct. 1919	Dec. 1917	Mo. Aver. Year Ended June 30, 1915	Oct. 1919 Over Dec. 1917	Oct. 1919 Over Average for Year Ended June 30, 1915	
Maintenance of Way and Structures:															
9.	Maintenance of Way and Structures Foremen.	d 28.3	d 29.1	281	\$0.673	\$0.460	\$0.329	46	105	\$152.12	\$106.90	\$ 92.25	42	65	
10.	Section Foremen.	d 28.7	d 28.9	276	.480	.339	.233	42	106	110.29	78.21	64.31	41	72	
16.	Masons and Bricklayers.	199	223	236	.602	.362	.279	66	116	119.87	80.88	68.75	48	82	
17.	Structural Iron Workers.	216	226	233	.672	.381	.322	76	109	144.96	86.17	74.83	68	94	
26.	Sectionmen.	214	251	252	.376	.213	.150	77	151	80.59	53.48	37.83	31	116	
Total, Maintenance of W. & S.		216	247	256	.399	.239	.169	67	136	86.21	59.04	43.13	46	100	
Maintenance of Equipment—Shop Employees:															
11.	General Foremen, M. of E. Department.	d 29.9	d 27.1	296	1.054	.625	.429	69	146	251.76	136.69	127.75	86	97	
12.	Gang Foremen, M. of E. Department.	d 28.7	d 28.9	280	.864	.529	.347	63	149	198.44	122.26	97.25	62	104	
13.	Machinists.	219	248	222	.730	.509	.387	43	89	159.86	126.11	86.17	27	86	
14.	Boilermakers.	225	253	232	.739	.504	.386	47	92	166.13	127.67	89.66	30	85	
15.	Blacksmiths.	218	224	207	.728	.494	.372	47	96	158.47	110.92	77.25	43	105	
19.	Painters and Upholsterers.	211	225	213	.654	.382	.297	71	120	137.86	85.89	63.16	60	118	
21.	Airbrakemen.	233	280	255	.684	.359	.266	91	157	159.42	100.59	67.66	58	136	
23.	Car Repairers.	231	240	236	.672	.366	.265	84	154	155.29	87.77	62.58	77	148	
18.	Carpenters.	215	234	232	.622	.350	.276	78	125	133.56	81.70	64.00	63	109	
20.	Electricians.	d 27.7	d 29.0	275	.691	.403	.285	72	143	153.15	93.59	78.41	64	95	
22.	Car Inspectors.	246	328	318	.671	.323	.232	108	189	164.90	106.03	73.91	56	123	
25.	Mechanics Helpers and Apprentices.	222	251	223	.487	.296	.227	65	115	108.21	74.17	50.58	45	114	
Total, Maintenance of Equipment.		224	248	238	.644	.378	.285	70	126	144.17	93.72	67.67	54	113	
Common Maintenance Accounts:															
8.	Assistant Engineers and Draftsmen.	d 27.3	d 26.7	231	.691	.490	.404	41	71	151.06	104.74	93.42	44	62	
24.	Other Skilled Laborers.	227	254	252	.660	.374	.283	76	133	149.64	95.00	71.24	58	110	
27.	Other Unskilled Laborers.	223	260	256	.418	.246	.182	70	130	93.12	63.77	46.67	46	100	
Total, Common Maintenance.		224	255	253	.508	.300	.223	69	128	113.73	76.50	56.43	49	102	
Total—All Maintenance.		222	249	248	.531	.314	.225	69	136	117.94	78.17	55.83	51	111.3	
Transportation Employees—Enginemen and Trainmen:															
44.	Yard Engineers and Motormen.	251	275	299	.748	.541	.425	38	76	187.39	148.62	127.40	26	47	
45.	Yard Firemen and Helpers.	245	271	293	.555	.340	.261	63	113	136.15	92.15	76.33	48	78	
46.	Yard Conductors (or Foremen).	248	269	293	.683	.483	.386	41	77	169.69	129.68	113.15	31	50	
47.	Yard Brakemen (Switchmen or Helpers).	236	258	279	.639	.433	.349	48	83	150.57	111.85	97.42	35	55	
52.	Road Freight Engineers and Motormen.	270	269	257	.925	.707	.598	31	55	250.04	190.09	153.83	32	63	
53.	Road Freight Firemen and Helpers.	254	250	248	.675	.456	.382	48	77	171.72	114.20	94.66	50	81	
54.	Road Freight Conductors.	283	287	266	.762	.570	.498	34	53	215.96	163.90	132.50	32	63	
55.	Road Freight Brakemen and Flagmen.	273	276	257	.589	.385	.336	53	75	160.62	106.52	86.34	51	86	
56.	Road Passenger Engineers.	214	224	216	1.187	.898	.824	32	44	253.86	201.50	178.40	26	42	
57.	Road Passenger Firemen and Helpers.	211	223	212	.874	.559	.506	56	73	184.06	124.85	107.24	47	72	
58.	Road Passenger Conductors.	232	232	230	.966	.739	.669	31	44	223.84	171.47	154.16	31	45	
59.	Road Passenger Baggage-men.	234	245	240	.685	.421	.364	63	88	160.45	102.96	87.42	56	84	
60.	Road Passenger Brakemen and Flagmen.	223	234	224	.674	.424	.381	59	77	150.27	98.97	85.50	52	76	
61.	Other Road Train Employees.	236	241	241	.527	.309	.291	71	81	124.34	74.72	70.02	66	78	
Other Transportation Employees:															
33.	Train Dispatchers and Directors.	238	258	254	.973	.604	.528	61	84	231.28	155.66	133.80	49	73	
34.	Telegraphers, Telephoners and Block Operators.	235	245	253	.556	.329	.264	69	111	130.60	80.59	66.65	62	96	
35.	Telegraphers, Telephoners, operating interlockers.	239	252	239	.574	.340	.287	69	100	136.93	85.48	68.50	60	100	
36.	Levermen (Non-Telegraphers).	242	283	286	.524	.262	.213	100	146	126.87	74.24	60.92	71	108	
37.	Telegrapher Clerks.	236	273	275	.550	.294	.241	87	128	129.77	80.23	66.43	62	95	
38.	Agent Telegraphers.	245	306	309	.576	.285	.224	102	158	141.18	87.51	69.00	62	105	
39.	Station Agents (Non-Telegraphers).	d 29.4	d 31.4	306	.606	.368	.253	65	139	142.34	92.38	71.10	54	82	
40.	Station Masters and Assistants.	d 30.3	d 31.8	299	.673	.429	.306	57	120	162.69	109.07	91.24	49	78	
41.	Station Service Employees.	214	273	270	.422	.237	.187	78	126	97.01	64.75	50.49	50	92	
42.	Yardmasters.	d 30.1	d 32.4	328	1.004	.609	.400	65	151	241.68	157.98	131.95	53	83	
43.	Yardmasters' Assistants (not Yard Clerks).	d 29.0	d 30.4	323	.890	.560	.368	59	142	212.72	136.02	118.96	56	79	
48.	Yard Switch Tenders.	241	317	319	.505	.238	.188	112	169	121.59	75.44	59.98	61	103	
49.	Other Yard Employees.	242	322	310	.380	.188	.167	102	128	91.72	60.70	51.83	51	77	
50.	Hostlers.	244	337	330	.562	.329	.246	71	128	137.04	110.80	81.29	24	69	
51.	Enginehousemen.	256	318	324	.423	.242	.176	75	140	108.57	76.83	57.02	41	90	
62.	Crossing Flagmen and Gatemen.	d 30.6	d 30.5	345	.323	.198	.115	63	181	79.09	48.29	39.65	64	100	
63.	Drawbridge Operators.	d 30.5	d 33.0	331	.399	.265	.168	50	138	97.38	69.94	55.50	39	76	
64.	Floating Equipment Employees.	256	306	302	.544	.303	.214	80	154	139.15	92.57	64.59	50	116	
65.	Express Service Employees.			271			.176					47.60			
66.	Policemen and Watchmen.	d 30.1	d 31.7	309	.495	.309	.191	60	159	119.43	78.44	59.46	52	101	
67.	Other Transportation Employees.	d 29.7	d 32.0	257	.484	.304	.203	59	138	114.75	77.52	52.84	47	117	
Total—Transportation Employees.		246	271	275	.595	.384	.307	55	94	146.25	103.96	84.30	41	74	
Other Employees:															
1 and 2.	General Officers (\$3,000 below and up).	d 28.1	d 27.9	211	1.605	1.748	1.789	D 8	D10	361.48	290.26	377.32	D 7	D 4	
3 and 4.	Division Officers (\$3,000 below and up).	d 29.5	d 30.6	276	1.039	.726	.607	43	71	245.26	178.23	167.75	38	46	
5 and 6.	Clerks (\$900 below and up).	221	230	235	.513	.347	.295	48	74	113.21	79.58	69.36	42	63	
7.	Messengers and Attendants.	d 28.4	d 27.5	255	.319	.201	.140	58	128	72.47	44.26	36.15	64	101	
28.	Foremen of Construction Gangs and Work Trains.	238	316	308	.556	.322	.275	73	102	132.37	101.71	84.60	30	57	
29.	Other Men in Construction Gangs and Work Trains.	218	248	255	.403	.238	.168	69	140	87.70	59.24	42.98	48	104	
30.	Traveling Agents and Solicitors.	d 27.6	d 28.5	218	.814	.678	.567	20	44	179.87	154.29	124.50	17	45	
31.	Employees in Outside Agencies.	d 26.7	d 32.5	211	.673	.461	.387	46	74	143.52	119.72	81.66	20	76	
32.	Other Traffic Employees.	d 27.6	d 24.8	189	.831	.633	.423	31	97	183.44	125.16	79.95	47	130	
68.	All Other Employees.	d 27.7	d 29.3	260	.381	.249	.194	53	96	84.63	58.29	50.84	45	67	
Total—Other Employees.		221	233	243	.540	.383	.306	41	77	119.38	89.10	74.30	34	61	
GRAND TOTAL.		230	255	257	.557	.352	.270	58	106	128.12	89.84	69.20	43	85	

d—Indicates days worked. D—D and underline indicates decrease.

The year 1915 was selected by the Railroad Administration for the reason that it was the earliest period during which the present forms were in effect. Prior to that year, the forms were entirely different. To make a comparison with the year 1914, or any earlier period, it would be necessary for each railroad to compile statements to conform with the present classifications. However, the rates in 1915 and 1914 were practically the same, so that even if the data were recalculated for 1914, we feel confident that any differences would be immaterial. The earnings per hour are arrived at by dividing the total compensation for each class by the number of hours on duty. Criticisms of the report of the Interstate Commerce Commission have been directed against the method of counting the employees and the classifications of employees. The number of employees does not enter into this portion of the statement, as only the hours on duty are used. The instructions in this respect are as follows:

**RULE No. 4, INTERSTATE COMMERCE COMMISSION INSTRUCTIONS
EFFECTIVE JULY 1, 1915**

"4. TIME ON DUTY.—The actual number of hours on duty is to be ascertained and recorded for every class of employees required to be on duty at regular times and not released from duty. Time allowed for meals, half holidays, holidays, absence on leave, vacations, etc., shall be excluded; time actually spent in work or while subject to orders shall be included. This requirement applies to enginemen and trainmen paid on bases of trips, miles run, etc., shop employees paid at piece rates, etc., as well as to employees paid on hourly, daily, weekly, or other time bases. For general officers, division officers, traveling agents and solicitors, and certain other classes of employees whose duties are of such a nature that it is impracticable to record accurately the number of hours during which they are on duty, the return shall show the number of days on duty. Classes of employees whose time on duty may be reported in days are indicated by the letter (D) following the title of the class in the detailed classification given below. In the case of any joint employee carried on the pay rolls of the several joint employers the amount of time on duty included for such employee in the return of an employer shall be such part of the employee's total time on duty as the compensation paid him by that employer is of the total compensation paid him by the joint employers. The 'total compensation' above mentioned is that paid the joint employee in accordance with the terms of the joint arrangement under which he is employed. It is not intended to include amounts earned by him for service beyond that provided for by the joint arrangement."

As to the classification of employees, the same classifications were used in each of the periods compared so that for purposes of comparison, the statements are reliable. These classifications were materially affected by the Wage Orders of the Railroad Administration, through the transferring of employees from one class to another, but in setting up the 1919 figures the classification then in effect was used. As the reclassifications resulted in improving the rating of the employees concerned and correspondingly increasing the rates of the individuals, there can be no proper criticism as to their inclusion. The first three columns of this statement show the changes in the average hours per month in October, 1919, December, 1917, and the monthly average for the year 1915. The next three columns show the average hourly earnings for the same period. The next two columns show the percentage of increase of October, 1919, over December, 1917, and the year 1915. The three columns under heading "Average monthly compensation per employee" are estimated earnings arrived at by dividing the total compensation for each class by the number of employees. It is in connection with these figures that the method of counting employees is a factor. The instructions of the Interstate Commerce Commission, effective July 1, 1915, Rule 2, provides:

"2. COUNTING EMPLOYEES.—Section 20 of the Act to Regulate Commerce requires that carriers in their annual reports to the Interstate Commerce Commission shall state 'the number of employees and the salaries paid each class.' The number of employees being likely to fluctuate, carriers are required to classify and count their employees in service at four different times each year, viz.: as of the middle of each of the months of July, October, January and April. The 16th day of the month shall be considered the middle of the month, except when it falls on a Sunday or holiday, in which case the count shall be made as of the last preceding business day. Every person sustaining to the carrier the relation of employee and actually in service or available for duty on the day of the count shall be included. Employees who are not subject to call for duty, such as those absent on definite leave or under suspension, and pensioners not bound to render service, shall be excluded."

These instructions were in effect during each of the periods, and while it is admitted the earnings shown per month are not the actual earnings, for comparative purposes the processes used do furnish reasonable approximations of the changes which have taken place. We agree that to properly show the earnings of the employees the actual earnings should be obtained, and we have arranged for and are obtaining this information, some of which we hope to submit before the close of this hearing.

This exhibit was compiled by the Division of Operating Statistics of the United States Railroad Administration and all the calculations entering into the compilation for October, 1919, were carefully analyzed and checked by them.

It is to be noted that the statistics of average wages in the earlier years have been heretofore criticized by the employees as being too high. While we do in no wise concur in this criticism, it is clear that if these averages were too high as alleged, and if the true averages in these earlier years were lower, then the actual advance in wages since then would be even larger than is shown in this exhibit.

In regard to the hazards of the employment. So far as we are aware, the only compilations covering railroad employees are those compiled by the Interstate Commerce Commission. Prior to 1917 their compilations appeared in periodical accident bulletins, and only covered general groupings of employees which included classes with distinctly different risks.

Commencing with the year 1917, the former groupings were subdivided so that a more accurate exhibit of the situation is afforded. Exhibits No. 2 and No. 3 include the year 1915.

**TABLES COVER CLASS 1 STEAM RAILROADS AND WERE DEVELOPED FROM INTERSTATE COMMERCE
COMMISSION STATISTICS, EXCEPT THAT THE NUMBER OF EMPLOYEES IN 1918 WERE
TAKEN FROM RAILROAD ADMINISTRATION RECORDS**

NUMBER OF CASUALTIES, BY OCCUPATIONS, PER 1,000 EMPLOYEES

OCCUPATION	1911				1915				1917				1918				1919			
	NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER 1,000 EMPLOYEES		NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER 1,000 EMPLOYEES		NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER 1,000 EMPLOYEES		NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER 1,000 EMPLOYEES		NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER 1,000 EMPLOYEES	
	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd
Yard Engineers and Motormen....	13	605			7	791	.6	66.0	16	1,041	.8	54.9	12	913	.6	46.1				
Road Freight Engineers and Motor- men.....	136	3,415	3.5	72.5	48	2,126	2.1	92.6	74	2,618	2.2	76.7	85	2,577	2.7	80.6				
Road Passenger Engineers and Motormen.....	62	378			40	579	3.6	51.4	57	755	4.3	56.8	62	793	5.3	67.2				
Yard Firemen and Helpers.....	16	824			8	953	.7	78.1	23	1,916	1.2	98.2	28	1,715	1.4	82.9				
Road Freight Firemen and Helpers Road Passenger Firemen and Helpers.....	165	7,411	3.9	138.3	49	4,241	2.1	177.2	124	6,307	3.4	171.3	135	5,762	3.9	167.5				
Yard Conductors or Foremen.....	65	563			35	1,120	3.2	101.6	52	1,471	3.9	112.2	51	1,274	4.4	109.6				
Road Freight Conductors.....	62	1,200			35	1,216	3.0	105.4	78	1,833	4.2	98.0	74	1,449	3.7	72.9				
Road Passenger Conductors.....	118	2,956	4.1	96.0	55	2,576	2.9	135.8	89	3,163	3.3	116.5	108	2,880	4.3	113.7				
Yard Brakemen, Switchmen or Helpers.....	8	239			5	249	.5	26.4	6	334	.6	31.3	12	308	1.2	30.7				
Road Freight Brakemen or Flagmen Road Passenger Brakemen or Flagmen.....	346	8,258			222	7,731	7.4	257.8	409	12,111	8.4	249.9	399	10,529	7.8	204.8				
Yard Switch Tenders.....	632	13,243	7.8	174.6	337	10,670	7.1	223.7	493	13,370	7.3	197.1	543	12,168	8.6	193.6				
Other Yard Employees.....	25	876			12	997	.9	75.8	18	714	1.2	48.1	25	688	1.8	49.6				
Hostlers.....									16	193	3.3	39.8	17	180	3.1	32.3				
Road Passenger Baggage-men.....									15	77	3.8	19.3	6	52	1.3	11.3				
Other Road Train Employees.....									12	215	1.5	26.6	20	223	2.0	22.5				
									8	372	1.4	67.3	6	292	1.2	55.5				
									6	167	1.7	47.1	5	157	1.4	43.3				
TOTAL.....	1,648	39,968	5.5	134.1	853	33,249	3.4	133.6	1,496	46,657	4.3	133.5	1,588	41,960	4.6	122.4				
Shopmen.....									431	69,257	.9	160.3	531	65,704	.9	122.7				
Stationmen.....									53	15,966	.4	98.2	59	12,466	.4	85.3				
Trackmen.....									727	23,070	2.3	71.8	705	19,339	2.2	60.3				
Bridge and Building Men.....									117	5,489	.9	43.1	125	4,539	.9	33.8				
Other Employees.....									153	8,013	8.8	463.0	166	6,990	7.5	314.1				
All other Industrial Employees.....									84	752	.3	2.3	99	628	.3	1.8				
TOTAL.....									1,565	122,547	1.1	88.6	1,685	109,646	1.1	72.9				
GRAND TOTAL.....	1,648	39,968	5.5	134.1	853	33,249	3.4	133.6	3,061	169,204	1.8	97.6	3,273	151,606	1.8	82.0				

**TABLES COVER CLASS 1 STEAM RAILROADS AND WERE DEVELOPED FROM INTERSTATE COMMERCE
COMMISSION STATISTICS, EXCEPT THAT THE NUMBER OF EMPLOYEES IN 1918 WERE
TAKEN FROM RAILROAD ADMINISTRATION RECORDS**

NUMBER OF CASUALTIES TO CERTAIN DESIGNATED EMPLOYEES PER 1,000,000 MAN-HOURS

CLASS	1911				1915				1917				1918				1919			
	NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER MILLION MAN-HOURS		NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER MILLION MAN-HOURS		NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER MILLION MAN-HOURS		NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER MILLION MAN-HOURS		NUMBER OF CASUALTIES		NUMBER OF CASUALTIES PER MILLION MAN-HOURS	
	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd	Killed	Inju'd
Yard Engineers and Motormen....	13	605			7	791			16	1,041			12	913						
Yard Firemen and Helpers.....	16	824			8	953			23	1,916			28	1,715			I.C.C.	figures	not av	ailable
Yard Conductors or Foremen.....	62	1,200			35	1,216			78	1,833			74	1,449						
Yard Brakemen, Switchmen or Helpers.....	346	8,258			222	7,731			409	12,111			399	10,529						
Yard Switchtenders.....									16	193			17	180						
Hostlers.....									12	215			20	223						
Other Yard Employees.....									15	77			6	52						
Other Road Train Employees.....									6	167			5	157						
Shopmen.....									431	69,257	.3	49.4	531	65,704	.3	41.5				
Stationmen.....									53	15,966	.1	23.2	59	12,466	.1	18.0				
Trackmen.....									727	23,070	.7	22.2	705	19,339	.7	18.7				
Bridge and Building Men.....									117	5,489	.6	26.9	125	4,539	.6	22.4				
Other Employees.....									153	8,013	.4	19.3	166	6,990	.4	16.7				
All other Industrial Employees.....									84	752			99	628						

PENNSYLVANIA RAILROAD, LINES EAST OF PITTSBURGH AND ERIE

STATEMENT SHOWING

1. NUMBER OF EMPLOYEES KILLED AND INJURED SIX YEARS, 1914 TO 1919, INCLUSIVE.
2. YEARLY AVERAGE NUMBER KILLED AND INJURED AND AVERAGE NUMBER IN THE SERVICE.
3. YEARLY AVERAGE RATE KILLED AND INJURED PER 1,000 EMPLOYEES IN THE SERVICE.

OCCUPATION	SIX YEARS		YEARLY AVERAGE			RATE PER 1,000 PER YEAR	
	Number Killed	Number Injured	Number Killed	Number Injured	Number Employees	Killed	Injured
Road, Yard, Station and Floating Equipment Employees							
1. Conductors—Passenger.....	4	215	.67	35.83	882	.76	40.64
2. Conductors—Freight.....	64	2,255	10.67	375.83	1,829	5.83	205.50
3. Conductors—Yard.....	40	1,228	6.67	204.67	1,604	4.16	127.60
4. (Vacant)							
5. Brakemen & Flagmen—Passenger.....	12	586	2.00	97.67	1,535	1.30	63.60
6. Brakemen & Flagmen—Road Freight.....	330	10,282	55.00	1,713.66	6,765	8.13	252.70
7. Brakemen & Flagmen—Yard.....	224	8,804	37.33	1,467.33	6,520	5.73	225.03
8. (Vacant)							
9. Enginemen & Motormen—Passenger.....	19	475	3.16	79.16	1,168	2.71	67.75
10. Enginemen & Motormen—Freight.....	51	1,816	8.50	302.66	3,064	2.77	98.77
11. Enginemen & Motormen—Yard.....	5	681	.83	113.50	1,865	.45	60.85
12. (Vacant)							
13. Firemen and Motormen's Helpers—Passenger.....	16	1,302	2.66	217.00	1,119	2.38	193.95
14. Firemen and Motormen's Helpers—Freight.....	58	4,715	9.66	785.83	3,558	2.72	22.85
15. Firemen and Motormen's Helpers—Yard.....	14	1,312	2.33	218.66	1,915	1.22	114.17
16. (Vacant)							
17. Baggage masters.....	3	356	.50	59.66	621	.81	95.57
18. Switchmen (Switch Tenders).....	5	493	.83	82.12	888	.94	92.56
19. Other Yard Service Employees (Exclusive of Clerks).....	4	87	.66	14.50	550	1.21	26.38
20. Yard Clerks (Includes only those whose duties take them in the yard).....	2	195	.33	32.50	1,181	.28	27.52
21. Yard Masters and Assistants.....	3	178	.50	29.66	724	.69	40.96
22. Telegraph and Telephone Operators and Levermen...	6	249	1.00	41.50	4,555	.22	9.11
23. Linemen and other Outside Telegraph and Telephone Employees.....	4	179	.66	29.83	657	1.01	45.41
24. Agents, Agent's Clerks, Station Masters, Ushers and Ticket Examiners.....	6	203	1.00	33.83	8,261	.12	4.10
25. Baggage Handlers, Porters and Parcel Room Attendants.....	12	1,109	2.00	184.83	1,561	1.28	118.38
26. Freight Handlers and all other employees engaged in Connection with Handling Freight.....	34	12,930	5.66	2,155.00	5,892	.96	365.76
27. All Other Station Employees.....	10	379	1.66	63.16	2,013	.83	31.37
28. Signal Department Employees, including Repairmen, Maintainers, Signal Fitters, Batterymen, Lampmen, Laborers, etc.....	27	603	4.50	100.50	1,942	2.32	51.75
29. Painters, Maintenance of Way and Structures.....	6	100	1.00	16.66	261	3.83	63.86
30. Carpenters and Helpers, M. of W. and S.....	19	1,296	3.16	216.00	2,192	1.44	98.53
31. Masons and Helpers.....		119		19.83	456		43.51
32. Track and Work Train Laborers.....	255	10,571	42.50	1,761.43	18,422	2.31	95.64
33. Crossing, Cut and Bridge Watchmen.....	23	153	3.83	25.50	1,666	2.30	15.31
34. Track Watchmen.....	128	192	21.33	32.00	610	34.98	52.47
35. Tunnel Watchmen.....	2	3	.33	.50	17	19.23	28.85
36. Track and Work Train Foremen and Assistants.....	25	562	4.17	93.66	2,935	1.42	31.91
37. Other Outside M. W. Employees.....	4	198	.66	33.00	1,168	.57	28.24
38. Patrolmen (Police Department).....	14	169	2.33	28.17	813	2.87	34.67
39. All other Clerks not included above.....		25		4.17	3,294		1.26
40. All other Employees including all Officers and Subordinate Officers not specified above.....	44	1,192	7.33	198.67	199	2.03	54.97
TOTAL ROAD, YARD, STATION AND FLOATING EQUIPMENT EMPLOYEES.....	1,473	65,212	245.50	10,868.66	96,121	2.55	113.07

(Continued on page 11)

OCCUPATION	SIX YEARS		YEARLY AVERAGE			RATE PER 1,000 PER YEAR	
	Number Killed	Number Injured	Number Killed	Number Injured	Number Employees	Killed	Injured
Shop or Maintenance of Equipment Employees							
500. Foremen Car Inspectors.....		2		.50	56		8.93
501. Assistant Foremen Car Inspectors.....		4		1.00	41		24.10
502. Gang Leaders Car Inspectors.....	1	7	.20	1.40	247	.81	5.67
503. Car Inspectors, Passenger.....	3	127	.60	25.40	501	1.20	50.68
504. Car Inspectors, Freight.....	24	801	4.80	160.20	1,865	2.57	85.86
505. Air Brake Inspectors, Passenger.....	1	19	.20	3.80	147	1.35	25.71
506. Air Brake Inspectors, Freight.....	7	163	1.40	32.60	311	4.49	104.55
507. Car Repairmen and Builders, Passenger.....	3	322	.50	53.66	851	.59	63.05
508. Car Repairmen and Builders, Freight.....	26	15,315	4.33	2,552.50	6,373	.68	400.52
509. Car Cleaners.....	9	909	1.50	151.50	13,685	1.10	110.71
510. Car Oilers.....	4	368	.66	61.30	609	1.09	100.57
511. Piece Work Inspectors.....	1	77	.20	15.40	432	.46	35.58
512. Gang Leaders.....	5	559	.83	93.16	1,562	.53	59.23
513. Gang Foremen.....	2	35	.40	7.00	71	5.62	98.31
514. Engine House Foremen.....		10		2.00	11		16.95
515. Assistant Engine House Foremen.....		8		2.00	63		31.62
516. General Foremen.....		2		.40	41		9.76
517. Assistant General Foremen.....					9		
518. Shop Foremen.....	1	14	.20	2.80	293	.68	9.53
519. Assistant Shop Foremen.....		28		5.60	15		37.28
520. Chief Clerks to Master Mechanics.....		1		.20	28		8.70
521. Clerks and Draughtsmen, M. P.....	1	9	.25	2.25	777	.32	2.89
522. Shop Clerks and Assistants.....		16		3.20	43		74.42
523. Clerks, Shop Clerk's Offices.....	1	32	.20	6.40	511	.39	12.50
524. Storekeepers and Assistants.....		94		15.66	81		192.62
525. Clerks and Stockmen, Storehouse.....	3	486	.50	81.00	277	1.80	292.07
526. Miscellaneous Clerks at Shops, etc.....		74		14.80	1,184		12.50
527. Engine Dispatchers.....		1		.25	81		3.08
528. Wreck Foremen.....	1	9	.25	2.25	31	8.06	72.58
529. Assistant Wreck Foremen.....		1		.25	4		55.56
530. Hostlers.....	7	1,204	1.16	200.66	967	1.21	207.34
531. Engine Preparers.....	5	498	.83	83.00	491	1.70	169.04
532. Machinists and Helpers.....	33	15,026	5.50	2,504.30	9,338	.59	268.17
533. Blacksmiths and Helpers.....	1	3,298	.16	549.78	2,008	.08	273.72
534. Moulders and Helpers.....		234		39.00	307		126.76
535. Electricians and Battery-men.....	9	398	1.50	66.33	724	2.07	91.52
536. M. P. Carpenters.....	2	553	.33	92.16	706	.47	130.55
537. Boiler Makers and Helpers.....	4	3,603	.66	600.50	1,940	.34	309.54
538. Shop Hands and Helpers.....	5	4,214	1.00	842.80	2,257	.44	373.35
539. M. P. Laborers.....	38	11,618	6.33	1,936.33	6,050	1.05	320.03
540. Apprentices.....		941		156.83	606		258.73
541. Coremakers.....		16		2.66	70		38.00
542. Patternmakers.....		10		1.66	46		35.97
543. Stationary Firemen.....	1	314	.16	52.33	419	.40	124.85
544. Power Plant Attendants, Engineers.....	1	145	.16	24.16	429	.39	56.22
545. Crane Men and Wreck Derrick Engineers.....	3	203	.50	33.83	263	1.90	128.32
546. Tool Room Attendants.....		51		10.20	126		80.95
547. Cabinet Makers.....		134		22.33	230		96.96
548. Upholsterers.....		12		2.40	90		26.43
549. Tinsmiths.....	1	434	.16	72.23	406	.41	177.87
550. Plumbers and Helpers.....	5	965	.83	160.83	860	.97	186.83
551. Boiler Washers.....	2	481	.33	80.16	241	1.38	331.95
552. Painters.....	7	254	1.16	42.33	843	1.38	50.18
553. Coppersmiths.....		104		17.33	58		294.62
554. Other Shop Employees.....	4	473	.80	94.60	2,983	.27	31.60
555. Other Engine House Employees.....	3	287	.60	57.40	1,205	.50	47.61
556. Ashpitmen.....	5	672	.83	112.00	440	1.89	254.26
557. Tank Repairmen.....		1,134		189.00	530		356.04
558. (Vacant.).....							
559. Engine Cleaners.....	6	439	1.00	73.16	288	3.47	254.05
560. Engine Inspectors.....	3	273	.60	54.60	359	1.67	151.92
561. Air Brake Repairmen.....	1	187	.20	37.40	213	.94	175.59
562. Welders and Helpers.....		11		3.66	7		523.81
Total Shop or M. of E. Employees.....	239	67,679	39.83	11,279.83	54,346	.73	207.55

RECAPITULATION BY GROUPS

Total Train and Engine Service Employees.....	840	34,027	140.00	5,671.17	32,448	4.31	174.78
Total Station Employees.....	62	14,621	10.33	2,436.83	17,728	.58	137.46
Total Maintenance of Way Employees.....	489	13,797	81.50	2,299.50	29,670	2.74	77.50
Total Shop or Maintenance of Equipment Employees.....	239	67,679	39.83	11,279.83	54,346	.73	207.55

Note.—The figures for a number of the occupations were not included in the statistics for one or more of the years covered, but the averages in such cases were worked on the basis of the years for which figures were available.

NUMBER OF EMPLOYEES KILLED AND INJURED ON THE PENNSYLVANIA RAILROAD, LINES EAST OF PITTSBURGH AND ERIE, 1914 TO 1919, INCLUSIVE, TOGETHER WITH THE NUMBER OF EMPLOYEES IN THE SERVICE AND THE NUMBER KILLED AND INJURED PER 1,000

Note.—Statistics are closed on February 15th following the end of each year and all injuries that result fatally are included as "Killed" up to the date the statistics are closed. All injuries resulting in one day or more disability are included.

KILLED AND INJURED AND NUMBER OF EMPLOYEES

ANNUAL RATE PER 1,000 EMPLOYEES

OCCUPATION	1914			1915			1916			1917			1918			1919			1914			1915			1916			1917			1918			1919						
	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l	Killed	Inj'd	Emp'l							
Road, Yard, Station and Floating Equipment Employees	1	39	843	1	27	842	1	34	847	2	33	871	2	33	874	1	19	1,014	1	19	46	26	32	07	1	18	40	14	37	37	2	20	00	64	2	20	60			
Conductors—Passenger	1	39	843	1	27	842	1	34	847	2	33	871	2	33	874	1	19	1,014	1	19	46	26	32	07	1	18	40	14	37	37	2	20	00	64	2	20	60			
Conductors—Freight	1	39	843	1	27	842	1	34	847	2	33	871	2	33	874	1	19	1,014	1	19	46	26	32	07	1	18	40	14	37	37	2	20	00	64	2	20	60			
Brakemen and Flagmen—Passenger (see 17)	2	103	1,405	2	61	1,394	1	97	1,468	5	93	1,435	5	129	1,686	2	103	1,636	1	42	73	31	1	47	68	08	68	2	97	70	51	1	21	62	50	1	21	62		
Brakemen and Flagmen—Freight	2	103	1,405	2	61	1,394	1	97	1,468	5	93	1,435	5	129	1,686	2	103	1,636	1	42	73	31	1	47	68	08	68	2	97	70	51	1	21	62	50	1	21	62		
Engineers and Firemen—Passenger	2	64	1,102	3	49	1,071	4	78	1,187	1	70	1,222	5	118	1,202	4	96	1,237	1	81	158	28	2	80	45	75	33	65	71	08	37	28	4	16	98	17	3	26	78	
Engineers and Firemen—Freight	9	311	2,610	1	246	2,795	12	288	3,030	3	318	3,365	16	390	3,562	10	237	3,075	3	45	119	16	0	36	84	44	93	94	77	01	105	30	4	49	117	3	25	77		
Locomotive and Motorman—Freight	10	100	1,265	1	78	1,541	1	111	1,652	1	121	2,051	1	154	2,051	2	36	2,173	2	53	225	29	1	00	181	24	4	37	251	97	1	88	232	4	48	176	82	1	82	
Locomotive and Motorman—Passenger	1	189	1,000	1	138	1,030	1	211	1,122	3	278	1,185	4	328	1,123	1	228	1,173	0	05	131	43	3	57	188	06	2	53	234	00	3	56	228	74	3	41	194	47	1	82
Locomotive and Motorman—Freight	1	932	2,771	3	545	3,007	15	804	3,429	1	1,008	3,284	22	1,070	4,002	3	574	3,276	2	53	181	24	4	37	251	97	1	88	232	4	48	176	82	1	82	176	82	1	82	
Locomotive and Motorman—Passenger	1	133	1,250	1	118	1,552	1	211	1,376	1	408	2,203	2	416	2,725	2	185	2,173	0	61	70	63	2	54	142	13	1	82	138	00	0	73	120	97	0	92	85	1	85	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Freight	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597	1	50	667	1	50	108	24	3	52	103	50	1	115	00	3	36	110	55	1	50	74	96	1	50	
Locomotive and Motorman—Passenger	1	67	610	1	30	614	1	65	628	1	69	600	2	60	597																									

In the year 1916 the National Conference of the Railways which was organized to handle the demands of the transportation employees for the basic eight hour day, had an examination made of each of the reports to the Interstate Commerce Commission and reclassified the groupings used by the Commission. This has made it possible to show the situation for the year 1915 in the same details as are shown for the years 1917 and 1918. These exhibits also include the year 1911, for which the refined classifications, however, are not available. Commencing with 1917 it will be noted that additional classes, covering shopmen, stationmen and others are shown. They were not included in complete form in the Accident Bulletins of the Interstate Commerce Commission.

These Exhibits are introduced as compilations of the best, if not the only data available showing the experience of the general classes of railroad employees in relation to the provisions of Item 3, of Paragraph (d) of Section 307 of the Transportation Act. The tables include only casualties divided between "Killed" and "Injured" and show the variations in the "Risk" in the several classes. Exhibit No. 2 relates the number of casualties to the number of employees. Exhibit No. 3 shows the total of the casualties to hourly workers in the transportation class, which are related to the number of employees in each class in Exhibit No. 2 and for the Shopmen, Stationmen, Trackmen and others the number of casualties per "1,000,000 man hours" is shown.

We have made inquiry of the Interstate Commerce Commission concerning the data for the year 1919, and learn that it will be several months before the figures will be available.

We have also found that the Pennsylvania Railroad (Lines East of Pittsburgh and Erie), have been maintaining more detailed information as to the classes and in view of the specific provision of Paragraph (d) of Section 307 concerning the hazards of employment, we believe that the experience of employees of that System, comprehending approximately 10% of all the railroad employees in the United States, will be of assistance to the Board. Exhibit No. 4 is a consolidated statement for six years, covering 97 classifications of employees and brings out the risk in each class. Exhibit No. 5 shows the experience for each of the years constituting the 6 years covered by the consolidated statement (Exhibit No. 4). In these statements, as shown by the notes at the top of Exhibit No. 5, injuries that result fatally up to the date the statistics for the year are closed, viz.: February 15th, are included as "Killed." Injuries include cases of disabilities of one day or more.

The Accident Bulletins of the Interstate Commerce Commission show in great detail the causes and nature of accidents which we have not attempted to assemble; neither is any attempt made to segregate the causes between accidents caused by negligence of employees and otherwise. The statements deal only with the totals.

The varying degrees of the "Risk" in the several classes of employees is shown by these Exhibits, and we believe will indicate to the Board that specific weighting cannot be given to this element which the Act provides shall be taken into consideration in arriving at "just and reasonable wages," and that such consideration necessarily can only be of a general nature.

As to the Transportation employees whose wages prior to Federal control were fixed by arbitrations in the Eastern and Western territories, the "Risk" of the employment was exhaustively dwelt upon, and unquestionably was considered by the Arbitrators in making their Awards. It would, therefore, appear that, as to those classes, the Exhibits indicating that for the majority of the classes there has been a reduction in the number of injuries per 1000 employees, while the number of "Killed" per 1000 employees shows a slight increase in the number per 1000, the changes in the situation need not become an element to be compensated for independently of the other elements in the situation; at any rate it appears that an additional increase because of this element is not justified.

During the conferences between this Committee and the Committee representing the employees concerning the requests for increases in pay, this Committee made a preliminary estimate of the cost. We had only incomplete data at our disposal for making the estimate as to the payrolls of the railroads for the year 1919, and no data for estimating the cost of the bases for the application of provisions of certain of the proposals changing the existing bases of pay, such as the payment of 1½ times the mileage or hourly rates for all train and yard service performed on Sundays and certain holidays; the change to the 26 day basis for the month's work in passenger train service; the monthly guarantees in freight service; the payment at time and one-half for all service performed on Sundays and certain designated holidays to employees in the Maintenance of Way, Clerical, Telegraph and other service.

Exhibit No. 6 is this estimate of the cost of the proposals, applying the rates as closely as it could be done with the data available. The following processes were used in connection with the several proposals as applied to the classes covered thereby:

PAY ROLL

We secured from the Railroad Administration actual payroll figures for the month of October, 1919. They did not have figures for the entire year, but the Statistician of the Railroad Administration stated that he felt the figures for October were entirely reliable, they having subtracted from the total payroll for that month all payments for services (back pay, etc.), not performed during the month of October.

It would not have been proper to multiply the October, 1919, figures by 12 in order to secure the 1919 annual figures as the business handled, expenses, etc., did not represent 1/12 of the year.

Freight and Mixed train miles for October were 9.7 per cent of such mileage for the year.

Passenger mileage for October was 8.5 per cent of the mileage for the year.

Average freight and passenger mileage for October was 9.2 per cent of the year.

Therefore, in arriving at the annual payroll for the year, 1919, we used the October figures as a measure in accordance with the following bases:

Engine and Train Service—Freight—October rolls times 10.30.

Engine and Train Service—Passenger—October rolls times 12.

For all other service—we used the average figure—viz.: October rolls times 10.87.

CLERKS

The Clerks request an increase of at least 20 cents per hour. We applied this increase to the total hours worked in 1919, which produced the increase over 1919 payroll.

Statement does not include increases due to the following, as we had no way of securing such information in the short time available:

Re-establishment of differentials, where existing prior to Supplement 7 for freight handlers, checkers, etc.

Two weeks vacation with pay.

Overtime on basis of time and one-half for all Sunday and holiday work, with minimum of 8 hours for call.

M. OF W.

FOREMEN.—While specific monthly rates were requested, we did not have data showing the present rates, or at least the number of men at the present rates. The data we have shows that the requested rates will be at least an average increase of \$100.00 per month per man. We, therefore, applied this \$100.00 per month increase to the number of men affected.

ITEMS 18, 19 and 24.—Secured from data on file with the Board of Railroad Wages and Working Conditions, the proportion of these employees in the Maintenance of Way Department, viz.: Carpenters 57%, Painters 21%, other skilled laborers 10% (balance being in the Mechanical Department). It was necessary to separate these, because the increases requested for the federated shop trades were different from the increases requested for the Maintenance of Way Department. We applied these percentages to the total hours worked during the year 1919 for the respective classes and applied the increase per hour to such hours, producing the amount of increase as shown in the statement.

OTHER ITEMS UNDER THIS CLASS.—Applied the requested hourly rates to the total hours worked by each class in 1919, which produced the new payroll based on 1919 hours. (For Drawbridge operators—two rates were requested, 85 and 67 cents, and we used average of the two, or 76 cents.)

SHOPS

MACHINISTS, BLACKSMITHS, BOILERMAKERS, ELECTRICIANS AND CARMEN.—Secured from data on file with the Board of Railroad Wages and Working Conditions the proportion of these employees being paid the minimum rate of the craft and those under the step rates. Applied the respective increases for these classes to the total hours worked in 1919, which produced the increases shown.

OTHER SKILLED EMPLOYEES.—Figures on file with the Board of Railroad Wages and Working Conditions showed that 90% of the total of these employees are in the Shop Department (Balance in M. of W.). We applied the increases requested to this proportion of the hours worked in 1919, producing the increases.

MECHANICS, HELPERS AND APPRENTICES.—Secured from figures on file with the Board of Railroad Wages and Working Conditions the proportion of these employees being paid the helper and helper apprentice and the regular apprentice rate. Applied the respective requested increases to these proportions of the hours worked in 1919, producing the increases.

GANG AND OTHER FOREMEN—MAINTENANCE OF EQUIPMENT DEPARTMENT.—The increase for gang and other foremen was based upon an average daily rate reported by the Interstate Commerce Commission. We applied the estimated average daily increase based on the request to the number of days worked by these Foremen, producing the estimated increases.

TELEGRAPHERS

Statement compiled and based on figures submitted to the Board of Railroad Wages and Working Conditions by the Order of Railroad Telegraphers showing number of positions and average hourly rates for such positions under Supplement No. 13. The average hourly rates for the positions shown under the Telegraphers' request were arrived at by taking the number of positions at the different rates requested under the equalization feature, to which average rate 17 cents was added. The monthly pay roll cost was based on 208 hours per month per employee.

TRAIN AND ENGINE SERVICE

We secured payroll for the year 1919 as shown, i. e., by multiplying the October payroll by the figures as shown. We then applied to that figure the increases in the average rates. The average requested rates were compared with the average rates of Supplements Nos. 15 and 16, the percentage of increase being applied to the payroll for the year 1919.

It will be apparent from the manner in which it was necessary to make the estimates, that they can only be approximations.

Considering only the rates, it is believed that these estimates represent the minimum increase in cost; that an accurate application of the proposal would demonstrate that the cost would substantially exceed the estimate of \$1,000,000,000.00.

To include the cost of the additional factors desired affecting the bases upon which the requested rates are to be applied, would still further considerably increase the estimate.

Voluminous exhibits and statements were submitted to the Board in the presentation on behalf of the employees in regard to the relation of wages to total cost of railroad service and the cost of freight rates to the cost of commodities, which we have not had time to analyze and comment upon. Regardless of how freight rates may contribute to the cost of commodities, it is evident that any increases in the expenses of the railroads will have to be taken care of by increased transportation rates, and the extent to which changes in the rates may be justified requires calculation of the cost upon reliable bases. It is generally accepted that each one hundred million dollar increase in operating costs is the equivalent of a 3% increase in freight rates.

STATEMENT SHOWING INCREASES BASED ON PENDING DEMANDS—CLASSES AS SHOWN

CLASS OF EMPLOYEES	1919 PAY ROLL BASED ON OCTOBER, 1919	PAY ROLL BASED ON DEMANDS	ANNUAL INCREASE	
			Amount	Pct.
CLERKS:				
5, 6. Clerks.....	\$ 276,503,016	\$ 384,466,798	\$ 107,963,782	39.05
7. Messengers and Attendants.....	8,114,107	13,198,085	5,083,978	62.66
41. Station Service Employees.....	130,545,895	192,596,541	62,050,646	47.53
Total.....	\$ 415,163,018	\$ 590,261,424	\$ 175,098,406	42.17
MAINTENANCE OF WAY:				
9. M. of W. and S. Foremen.....	\$ 13,932,329	\$ 24,043,529	\$ 10,111,200	72.59
10. Section Foremen.....	49,170,618	98,387,418	49,216,800	100.09
28. Construction and Work Train Foremen.....	2,761,250	5,064,030	2,302,800	83.39
18. Carpenters (M. of W. Proportion).....	43,690,586	59,705,788	16,015,202	36.0
19. Painters (M. of W. Proportion).....	4,234,245	5,503,145	1,268,900	30.0
24. Other Skilled Laborers.....	9,556,092	12,307,027	2,750,935	30.0
16. Mason and Brick Layers.....	1,680,893	2,371,871	690,978	41.11
17. Structural and Iron Workers.....	958,049	1,213,404	255,355	26.65
26. Sectionmen.....	252,953,726	443,084,324	190,130,598	75.16
27. Other Unskilled Laborers.....	122,193,496	190,196,187	68,002,691	56.47
29. Others in Construction Gangs and Work Gangs.....	29,022,823	46,893,793	17,870,970	61.58
62. Crossing Flagmen and Gatemen.....	19,744,670	56,700,337	16,955,667	85.87
63. Drawbridge Operators.....	1,750,798	3,334,021	1,583,223	90.43
51. Enginehousemen.....	82,978,177	127,179,904	44,201,727	53.27
Total.....	\$ 634,627,732	\$1,055,984,778	\$ 421,357,046	66.4
SHOP:				
13. Machinists.....	\$ 105,698,941	\$ 125,434,610	\$ 19,735,669	18.8
14. Boilermakers.....	33,579,214	39,524,048	5,944,834	17.7
15. Blacksmiths.....	17,990,596	20,807,786	2,817,190	15.6
20. Electricians.....	21,885,527	26,678,123	4,792,596	21.9
18, 19, 21, 22 and 23. Carmen.....	261,428,104	328,253,093	66,824,989	25.6
24. Other Skilled Employees.....	91,060,326	110,763,054	19,702,728	21.4
25. Mechanics, Helpers and Apprentices.....	136,241,014	164,501,109	28,260,095	20.7
12. Gang and Other Foremen, M. E.....	53,584,468	68,240,724	14,656,256	27.3
Total.....	\$ 721,468,190	\$ 884,202,547	\$ 162,734,357	25.3

STATEMENT SHOWING THE AVERAGE HOURLY RATES AND MONTHLY PAYROLL COST UNDER SUPPLEMENT NUMBER 13 (PRESENT) AND UNDER REQUEST MADE BY THE ORDER OF RAILROAD TELEGRAPHERS FOR EQUALIZED RATES WITH AN ADDITIONAL 17 CENTS PER HOUR ABOVE SUCH EQUALIZED RATES, TOGETHER WITH AMOUNT AND PER CENT OF INCREASE—(PAYROLL COST BASED ON 208 HOURS PER MONTH FOR EACH EMPLOYEE REPORTED IN COLUMN No. 2).

CLASSIFICATION	Total Number of Employees	PRESENT (Supplement No. 13 Rates)		TELEGRAPHER'S REQUEST		INCREASE		
		Average Hourly Rate	MONTHLY PAYROLL COST (Based on 208 Hours per Employee)	Average Hourly Rate	MONTHLY PAYROLL COST (Based on 208 Hours per Employee)	Average Hourly Rate	MONTHLY PAYROLL COST (Based on 208 Hours per Employee)	Per cent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Agents.....	5,421	59.53	\$ 671,228.22	88.02	\$ 992,476.68	28.49	\$ 321,248.46	47.86
Agent—Telegraphers.....	15,666	54.68	1,781,694.18	81.99	2,671,679.64	27.31	889,985.46	49.95
Agent—Telephoners.....	2,718	54.32	307,106.82	81.57	461,163.06	27.25	154,056.24	50.17
Division or Supt's Offices.....	1,468	63.53	193,981.52	87.96	268,585.28	24.43	74,603.76	38.45
General Offices—Relay.....	2,239	66.00	296,734.67	90.60	421,939.55	24.60	125,204.88	37.27
Yard and Terminals.....	3,197	58.17	386,805.03	82.81	550,651.28	24.64	163,846.25	42.36
Telegraphers.....	17,785	54.22	2,005,792.30	82.83	3,064,177.65	28.61	1,058,385.35	52.77
Telephoners.....	2,229	53.27	246,973.20	81.39	377,347.41	28.12	130,374.21	52.79
Block Operators.....	4,390	54.53	497,913.80	78.19	713,989.60	23.66	216,075.80	43.39
Staffmen.....	149	53.08	16,451.09	76.64	23,752.09	23.56	7,301.00	44.39
Tower and Train Directors.....	187	74.54	28,992.48	100.63	39,140.97	26.09	10,148.49	35.00
Towermen.....	9,238	55.05	1,057,751.00	79.20	1,521,868.12	24.15	464,117.12	43.87
Printers.....	49	49.79	5,074.44	75.12	7,656.25	25.33	2,581.81	50.87
Total.....	64,736		\$ 7,496,498.75		\$11,114,427.58		\$ 3,617,928.83	
Average.....		55.67		82.54		26.87		48.26
Annual.....			\$89,957,985.00		\$133,373,130.96		\$43,415,145.96	

Note.—This statement was compiled and based on figures submitted by the ORDER OF RAILROAD TELEGRAPHERS covering the number of positions listed in Column No. 2, which figures were submitted by them to the Board of Railroad Wages and Working Conditions at hearings held in Washington, D. C.

**STATEMENT SHOWING INCREASES BASED ON REQUESTED RATES FOR EMPLOYEES
IN ENGINE AND TRAIN SERVICE**

CLASS OF EMPLOYEES	Payroll 1919 (Based on October)	RATES		New Payroll Annually (Based on Request)	INCREASES		
		Average Supplements 15 and 16	Requested		Rate	Per cent	Amount Annually
Passenger							
58. Conductors.....	\$ 27,897,168	\$180.00	\$259.60	\$ 40,233,295	\$79.60	44.22	\$ 12,336,127
59. Baggage men.....	10,525,848	124.80	184.60	15,569,834	59.80	47.92	5,043,986
60. Brakemen.....	27,314,664	120.00	173.08	39,395,939	53.08	44.23	12,081,275
56. Engineers.....	38,352,420	5.97	8.37	53,770,093	2.40	40.20	15,417,673
57. Firemen.....	27,043,632	4.31	6.50	40,804,701	2.19	50.81	13,761,069
Total.....	\$131,133,732			\$189,773,862		43.95	\$ 58,640,130
Through Freight***							
54. Conductors.....	\$ 42,933,434	\$ 5.40	\$ 7.65	\$ 60,819,502	\$ 2.25	41.66	\$ 17,886,068
55. Brakemen.....	79,401,784	4.08	5.88	114,433,851	1.80	44.12	35,032,067
52. Engineers.....	60,643,094	6.63	8.89	81,316,324	2.26	34.09	20,673,230
53. Firemen.....	44,609,227	4.81	6.65	61,672,256	1.84	38.25	17,063,029
Total.....	\$227,587,539			\$318,241,933		39.83	\$ 90,654,394
Local Freight†††							
54. Conductors.....	\$ 16,696,335	\$ 5.92	\$ 8.38	\$ 23,633,662	\$ 2.46	41.55	\$ 6,937,327
55. Brakemen.....	30,878,472	4.48	6.28	43,285,442	1.80	40.18	12,406,970
52. Engineers.....	23,583,425	7.25	9.53	31,000,412	2.28	31.45	7,416,987
53. Firemen.....	17,348,033	5.21	7.15	23,806,705	1.94	37.23	6,458,672
Total.....	\$ 88,506,265			\$121,726,221		37.53	\$ 33,219,956
Total Through and Local Freight.....	\$316,093,804			\$439,968,154		39.19	\$123,874,350
Yard							
46. Conductors.....	\$ 38,327,935	\$ 5.33	\$ 7.20	\$ 51,773,374	\$ 1.87	35.08	\$ 13,445,439
47. Brakemen.....	87,476,020	5.00	6.90	120,717,907	1.90	38.00	33,241,887
44. Engineers.....	42,819,995	5.84	8.24	60,414,730	2.40	41.09	17,594,735
45. Firemen.....	31,604,872	4.25	6.50	48,336,491	2.25	52.94	16,731,619
Total.....	\$200,228,822			\$281,242,502		40.01	\$ 81,013,680
48. Switchtenders.....	\$ 8,427,271	\$ 4.00	\$ 5.90	\$ 12,430,224	\$ 1.90	47.50	\$ 4,002,953
50. Hostlers.....	16,606,240	4.48	7.00	25,947,250	2.52	56.25	9,341,010
Grand Total.....	\$672,489,869			\$949,361,992		41.17	\$276,872,123

***Represents 72% of Total Freight.

†††Represents 28% of Total Freight.

SUMMARY

ESTIMATED INCREASES BASED ON PENDING DEMANDS—CLASSES OF EMPLOYEES AS SHOWN

CLASS OF EMPLOYEES	1919 PAY ROLL	PAY ROLL BASED ON DEMANDS	INCREASE	
			AMOUNT	PCT.
Clerks.....	\$ 415,163,018	\$ 590,261,424	\$ 175,098,406	42.17
Maintenance of Way.....	634,627,732	1,055,984,778	421,357,046	66.4
Shop.....	721,468,190	884,202,547	162,734,357	25.3
Telegraphers.....	89,957,985	133,373,130	43,415,145	48.2
Engine and Train.....	672,489,869	949,361,992	276,872,123	41.2
Total.....	\$2,533,706,794	\$3,613,183,871	\$1,079,477,077	42.6
Note.—Marine Employees.....			681,760	
			\$1,080,158,837	

PRESENTATION COVERING TRAINMEN'S PROPOSALS

MAY 18, 1920

PASSENGER SERVICE

PROPOSED ARTICLE 1—RATES OF PAY

"THE RATES REQUESTED BELOW FOR PASSENGER SERVICE ARE COMPILED AND BASED ON THE ASSUMPTION AND CLAIM THAT THE BRAKEMAN AND FLAGMAN'S RATE SHOULD BE NOT LESS THAN 75 PER CENT OF THE CONDUCTOR'S RATE, AND THAT THE BAGGAGEMAN'S RATE SHOULD BE NOT LESS THAN 80 PER CENT OF THE CONDUCTOR'S RATE.

<u>Class</u>	<u>Per Mile</u>	<u>Per Day</u>	<u>Per Month of 26 days</u>
Baggageman, handling both express and dynamo, not less than.....	4.56¢	\$6.84	\$178.00
Baggageman, operating dynamo, not less than.....	4.33	6.50	169.00
Baggageman, handling express, not less than.....	4.33	6.50	169.00
Baggageman, not less than.....	4.10	6.15	160.00
Flagman and Brakeman, or Guards performing the duties of such positions, not less than.....	3.85	5.77	150.00"

DIFFERENTIALS—Rates of passenger baggagemen and brakemen in relation to rates for passenger conductors.

We feel it proper to call the attention of the Board, briefly, to the manner in which rates were established for train service employees in the past. In the Western territory, prior to 1903 the rates were established by negotiation on individual railroads. In the year 1902-3 the first concerted wage movement took place, and adjustments were handled in that manner again in 1907 and 1910. In the Eastern territory, prior to 1910 the rates were fixed by negotiation on individual roads; in 1910 the rates in this territory were established in what might be termed a concerted movement. Uniform demands were submitted to all railroads which resulted in settlement on one railroad through mediation. This was followed by arbitration on another system and as a result of these two movements practically uniform rates were established on all Eastern Railroads. This was followed by an arbitration in the year 1913 covering all the Eastern Railroads. In the Southeastern territory, prior to 1910 rates were established by negotiation on the individual railroads. In 1910 and again in 1912 rates were adjusted through concerted movements dealing with practically all the Southeastern lines. The next general movement took place in the year 1916 when concerted request was made upon all the railroads in the United States for the adoption of the eight hour basic day with time and one-half for overtime; no change in the rates of pay being proposed in that movement excepting as they were involved in the increases in the hourly rates due to the reduction in the hours constituting a day, therefore differentials in the rates for the different classes of employees were not affected.

Prior to Federal control, the ratio of passenger brakemen's rate to passenger conductor's rate was slightly less than 60%; baggagemen to conductor slightly in excess of 61% in the East and West, and approximately 60% in the Southeast. Supplement No. 16 to General Order No. 27, (effective January 1, 1919), which covers the latest increase granted by the Railroad Administration increased the brakemen's percentage of conductor's rate to 66⅔%, and the baggagemen slightly less than 70%.

The trainmen are now asking that the brakemen's ratio be 75% of the conductor's rate and the baggagemen's not less than 80% of the conductors' rate.

It is our understanding that the differentials fixed by Supplement No. 16 to General Order No. 27 were the result of conferences between representatives of the Railroad Administration and the Chief Executives of the Conductors' and Trainmen's Organizations.

TABLE OF RATES PAID FOR PASSENGER SERVICE
EASTERN TERRITORY
MILEAGE RATES

OCCUPATION	Eastern Award	General Order No. 27	Supplement No. 16	REQUESTED
	Cents	Cents	Cents	Cents
Passenger Conductors.....	2.90	3.35	4.00	5.77
Ticket Collectors.....	2.30	2.66	3.20	4.90
Baggagemen handling express and operating dynamo.....	1.65	2.28	(a) 3.23	4.56
Baggagemen operating dynamo.....	1.65	2.28	3.00	4.33
Baggagemen handling express.....	1.65	2.28	3.00	4.33
Baggagemen.....	1.65	2.28	2.77	4.10
Flagmen and Brakemen.....	1.60	2.23	2.66	3.85

DAILY RATES

Passenger Conductors.....	\$4.50	\$5.38	\$6.00	\$8.65
Ticket Collectors.....	3.57	4.12	4.80	7.35
Baggagemen handling express and operating dynamo.....	2.75	3.87	(a) 4.84	6.84
Baggagemen operating dynamo.....	2.75	3.87	4.50	6.50
Baggagemen handling express.....	2.75	3.87	4.50	6.50
Baggagemen.....	2.75	3.87	4.16	6.15
Flagmen or Rear Brakemen.....	2.60	3.67	4.00	5.77
Head End Brakemen.....	2.55	3.62	4.00	5.77

OVERTIME RATES

	Cents	Cents	Cents	
Passenger Conductors.....	56.25	67.25	75.00	\$1.6225
Ticket Collectors.....	44.50	51.50	60.00	1.38
Baggagemen handling express and operating dynamo.....	34.50	48.50	(a) 60.50	1.2825
Baggagemen operating dynamo.....	34.50	48.50	56.25	1.22
Baggagemen handling express.....	34.50	48.50	56.25	1.22
Baggagemen.....	34.50	48.50	52.00	1.155
Flagmen or Rear Brakemen.....	32.50	46.00	50.00	1.0825
Head End Brakemen.....	32.00	45.25	50.00	1.0825

GUARANTEE

				(26 days)	(30 days)
Passenger Conductors.....	\$135.00	\$161.50	\$180.00	\$225.00	\$276.90
Ticket Collectors.....	82.50	116.20	(a) 144.00	191.10	235.20
Baggagemen handling express and operating dynamo.....	82.50	116.20	145.20	178.00	219.04
Baggagemen operating dynamo.....	82.50	116.20	135.00	169.00	208.00
Baggagemen handling express.....	82.50	116.20	135.00	169.00	208.00
Baggagemen.....	82.50	116.20	124.80	160.00	196.90
Flagmen or Rear Brakemen.....	78.00	109.98	120.00	150.00	184.62
Head End Brakemen.....	76.50	108.57	120.00	150.00	184.62

(a)—Rate created by Supplement No. 25, effective as of December 1, 1919.

Note.—Overtime rates shown under first column (Eastern Award) are the overtime rates created by the Adamson 8-hour law.

TABLE OF RATES PAID FOR PASSENGER SERVICE

SOUTHEASTERN TERRITORY

MILEAGE RATES

OCCUPATION	Washington Agreement (1912)	General Order No. 27	Supplement No. 16	REQUESTED
	Cents	Cents	Cents	Cents
Passenger Conductors.....	2.90	3.35	4.00	5.77
Ticket Collectors.....	....	....	3.20	4.90
Baggagemen handling express and operating dynamo.....	....	....	(a) 3.23	4.56
Baggagemen operating dynamo.....	....	....	3.00	4.33
Baggagemen handling express.....	1.65	2.28	3.00	4.33
Baggagemen.....	1.65	2.28	2.77	4.10
Flagmen and Brakemen.....	1.60	2.23	2.66	3.85

DAILY RATES

Passenger Conductors.....	\$4.50	\$5.38	\$6.00	\$8.65
Ticket Collectors.....	....	....	4.80	7.35
Baggagemen handling express and operating dynamo.....	....	....	(a) 4.84	6.84
Baggagemen operating dynamo.....	....	....	4.50	6.50
Baggagemen handling express.....	2.90	4.02	4.50	6.50
Baggagemen.....	2.90	4.02	4.16	6.15
Flagmen and Brakemen.....	2.70	3.79	4.00	5.77

OVERTIME RATES

	Cents	Cents	Cents	
Passenger Conductors.....	58.00	67.00	75.00	\$1.6225
Ticket Collectors.....	....	....	60.00	1.38
Baggagemen handling express and operating dynamo.....	....	....	(a) 60.50	1.2825
Baggagemen operating dynamo.....	....	....	56.25	1.22
Baggagemen handling express.....	36.00	50.00	56.25	1.22
Baggagemen.....	36.00	50.00	52.00	1.155
Flagmen and Brakemen.....	34.00	47.50	50.00	1.0825

GUARANTEE

				(26 days)	(30 days)
Passenger Conductors.....	\$135.00	\$161.50	\$180.00	\$225.00	\$276.90
Ticket Collectors.....	....	....	144.00	191.10	235.20
Baggagemen handling express and operating dynamo.....	....	....	(a) 145.20	178.00	219.04
Baggagemen operating dynamo.....	....	....	135.00	169.00	208.00
Baggagemen handling express.....	87.00	120.70	135.00	169.00	208.00
Baggagemen.....	87.00	120.70	124.80	160.00	196.90
Flagmen and Brakemen.....	81.00	113.75	120.00	150.00	184.62

(a)—Rate created by Supplement No. 25, effective as of December 1, 1919.

Note.—Overtime rates shown under first column (Washington Agreement) are the overtime rates established by the Adamson 8-hour law.

TABLE OF RATES PAID FOR PASSENGER SERVICE
WESTERN TERRITORY
MONTHLY OR DAILY BASIS

OCCUPATION	Prior General Order No. 27 (1910)		General Order No. 27		Supplement No. 16	Requested
	Minimum	Maximum	Minimum	Maximum		
Passenger Conductors.....	\$134.20	\$165.00	\$161.50	\$187.00	\$6.00	\$8.65
Ticket Collectors.....	.....	.....	.....	.....	4.80	7.35
Baggagemen (a).....	.....	.....	.....	.....	(x) 4.84	6.84
Baggagemen (b).....	.....	.....	.....	.....	4.50	6.50
Baggagemen (c).....	.....	.....	.....	.....	4.50	6.50
Baggagemen.....	71.50	110.00	101.52	140.25	4.16	6.15
Flagmen and Brakemen.....	68.75	104.00	97.29	135.15	4.00	5.77

OVERTIME RATES

	Cents	Cents	Cents	Cents	Cents	
Passenger Conductors.....	56.00	68.75	67.30	77.90	75.00	\$1.6225
Ticket Collectors.....	.....	.....	.....	.....	60.00	1.38
Baggagemen (a).....	.....	.....	.....	.....	(x) 60.50	1.2825
Baggagemen (b).....	.....	.....	.....	.....	56.25	1.22
Baggagemen (c).....	.....	.....	.....	.....	56.25	1.22
Baggagemen.....	29.80	45.80	42.30	58.40	52.00	1.1555
Flagmen and Brakemen.....	28.60	43.30	40.50	56.30	50.00	1.0825

GUARANTEE

		(26 days)	(30 days)
Passenger Conductors.....		\$180.00	\$225.00
Ticket Collectors.....		144.00	191.10
Baggagemen (a).....	Note. —No specified daily or monthly guarantees were in effect prior to Supplement No. 16 to General Order No. 27, the rates being fixed on the mileage or trip assignments for the month.	(x) 145.20	178.00
Baggagemen (b).....		135.00	169.00
Baggagemen (c).....		135.00	169.00
Baggagemen.....		124.80	160.00
Flagmen and Brakemen.....		120.00	150.00

Notes.—(a) Baggagemen handling express and operating dynamo.

(b) Baggagemen operating dynamo.

(c) Baggagemen handling express.

(x) Differential in rate for baggagemen handling express and operating dynamo was created by Supplement No. 25 to General Order No. 27, effective December 1, 1919.

Prior to Supplement No. 16 to General Order No. 27, the Conductors and Trainmen in the Western Territory were paid almost universally on a monthly basis, the rates being graded according to assignments or mileage. It was the practice on many roads to classify Passenger Service into two groups — Runs of 4,000 miles and less — and runs of 4,000 to 6,000 miles per month. The maximum rates shown above generally applied to runs between 4,000 and 6,000 miles, and the minimum rates applied to runs of less than 4,000 miles. When the mileage made per month exceeded the maximum on which the rate was fixed or the maximum of the assignment, it was the practice to pay for the excess mileage at a rate proportionate to the average mileage rate of the assignment. Due to various monthly rates and in the absence of the mileage and daily bases of pay it is impossible to show figures in the above table on which a fair comparison can be made with the standardized bases of pay which became effective under Supplement No. 16 to General Order No. 27.

TABLE SHOWING AMOUNT AND PER CENT OF DIFFERENTIAL IN DAILY RATES OF OTHER TRAINMEN AS COMPARED WITH CONDUCTORS RATES

EASTERN TERRITORY

1910

OCCUPATION	PASSENGER			THROUGH FREIGHT			LOCAL FREIGHT		
	Rate	Differential		Rate	Differential		Rate	Differential	
		Amount	Percent		Amount	Percent		Amount	Percent
Conductors.....	\$4.20	\$.....	.....	\$3.63	\$.....	.....	\$3.975	\$.....	.....
Ticket Collectors.....	3.35	.85	79.76	.....	.....	.....	.....	.....	.....
Baggagemen.....	2.75	1.45	65.48	.....	.....	.....	.....	.....	.....
Flagmen.....	2.60	1.60	61.90	2.525	1.105	69.56	2.80	1.175	70.44
Brakemen.....	2.55	1.65	60.71	2.42	1.21	66.67	2.70	1.275	67.92

1913

Conductors.....	\$4.50	\$.....	.....	\$4.00	\$.....	.....	\$4.50	\$.....	.....
Ticket Collectors.....	3.57	.93	79.33	.....	.....	.....	.....	.....	.....
Baggagemen.....	2.75	1.75	61.11	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	2.60	1.90	57.78	2.67	1.33	66.75	3.00	1.50	66.67
Head End Brakemen.....	2.55	1.95	56.67	.....	.....	.....	.....	.....	.....

GENERAL ORDER No. 27

Conductors.....	\$5.38	\$.....	.....	\$4.82	\$.....	.....	\$5.42	\$.....	.....
Ticket Collectors.....	4.12	1.26	76.58	.....	.....	.....	.....	.....	.....
Baggagemen.....	3.87	1.51	71.93	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	3.67	1.71	68.22	3.72	1.10	77.18	4.19	1.23	77.31
Head End Brakemen.....	3.62	1.76	67.28	.....	.....	.....	.....	.....	.....

SOUTHEASTERN TERRITORY

1910

Conductors.....	\$3.75	\$.....	.....	\$3.55	\$.....	.....	\$4.15	\$.....	.....
Baggagemen.....	2.30	1.45	61.33	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	2.20	1.55	58.67	2.35	1.20	66.20	2.63	1.52	63.37

1913

Conductors.....	\$4.50	\$.....	.....	\$4.10	\$.....	.....	\$4.50	\$.....	.....
Baggagemen.....	2.90	1.60	64.44	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	2.70	1.80	60.00	2.75	1.35	67.07	3.00	1.50	66.67

GENERAL ORDER No. 27

Conductors.....	\$5.38	\$.....	.....	\$4.94	\$.....	.....	\$5.42	\$.....	.....
Baggagemen.....	4.02	1.36	74.72	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	3.79	1.59	70.45	3.84	1.10	77.73	4.19	1.23	77.31

Note.—Prior to Supplement No. 16 to General Order No. 27, there was no rate established in the Southeastern territory for Ticket Collectors.

WESTERN TERRITORY

1910—AND AFTER THE APPLICATION OF GENERAL ORDER No. 27

In the Western territory prior to Supplement No. 16 to General Order No. 27, which was effective as of January 1st, 1919, passenger and local freight service were paid on a monthly basis with very few exceptions. For that reason the following rates are used:

OCCUPATION	PASSENGER				LOCAL FREIGHT			
	Minimum		Maximum		Minimum		Maximum	
	1910	G. O. 27	1910	G. O. 27	1910	G. O. 27	1910	G. O. 27
Conductors.....	\$134.20	\$161.50	\$165.00	\$187.00	\$125.25	\$153.85	\$139.15	\$165.75
Baggagemen.....	71.50	101.52	110.00	140.25	.....	.....	.....	.....
Flagmen and Brakemen.....	68.75	97.29	104.00	135.15	75.00	105.75	84.00	117.60

Daily rates shown in the following table were obtained by dividing the monthly rates by thirty (30) for passenger service and by dividing monthly rates by twenty-six (26) for local freight service:

PASSENGER SERVICE

OCCUPATION	1910						GENERAL ORDER No. 27					
	Rates		Differential				Rates		Differential			
			Minimum		Maximum				Minimum		Maximum	
	Min.	Max.	Amt.	Per Cent	Amt.	Per Cent	Min.	Max.	Amt.	Per Cent	Amt.	Per Cent
Conductors.....	\$4.47	\$5.50	\$.....	.....	\$.....	.....	\$5.38	\$6.23	\$.....	.....	\$.....	.....
Baggagemen.....	2.38	3.67	2.09	53.0	1.83	66.7	3.38	4.67	2.00	62.8	1.56	75.0
Brakemen.....	2.29	3.47	2.18	51.2	2.03	63.1	3.24	4.50	2.14	60.0	1.73	72.2

LOCAL FREIGHT SERVICE

Conductors.....	\$4.82	\$5.35	\$.....	.....	\$.....	.....	\$5.92	\$6.37	\$.....	.....	\$.....	.....
Flagmen and Brakemen.....	2.88	3.23	1.94	60.0	2.12	60.4	4.07	4.52	1.85	68.8	1.85	71.0

THROUGH FREIGHT SERVICE

Conductors.....	.....	\$4.18	.....	.....	\$.....	.....	.....	\$5.04	.....	.....	\$.....	.....
Flagmen and Brakemen.....	.....	2.78	.....	.....	1.40	66.5	.....	3.88	.....	.....	1.16	77.0

Rates shown above for through freight service represent daily rate based on 100 miles service.

ALL TERRITORIES

SUPPLEMENT No. 16

OCCUPATION	PASSENGER			THROUGH FREIGHT			LOCAL FREIGHT		
	Rate	Differential		Rate	Differential		Rate	Differential	
		Amount	Percent		Amount	Percent		Amount	Percent
Conductors.....	\$6.00	\$.....	.....	\$5.40	\$.....	.....	\$5.92	\$.....	.....
Ticket Collectors.....	4.80	1.20	80.00	.....	.....	.....	.....	.....	.....
Baggagemen (a).....	4.84	1.16	80.67	.....	.....	.....	.....	.....	.....
Baggagemen (b).....	4.50	1.50	75.00	.....	.....	.....	.....	.....	.....
Baggagemen (c).....	4.50	1.50	75.00	.....	.....	.....	.....	.....	.....
Baggagemen.....	4.16	1.84	69.33	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	4.00	2.00	66.67	4.08	1.32	75.56	4.48	1.44	75.68

REQUESTED

Conductors.....	\$8.65	\$.....	.....	\$7.65	\$.....	.....	\$8.38	\$.....	.....
Ticket Collectors.....	7.35	1.30	84.97	.....	.....	.....	.....	.....	.....
Baggagemen (a).....	6.84	1.81	79.08	.....	.....	.....	.....	.....	.....
Baggagemen (b).....	6.50	2.15	75.14	.....	.....	.....	.....	.....	.....
Baggagemen (c).....	6.50	2.15	75.14	.....	.....	.....	.....	.....	.....
Baggagemen.....	6.15	2.50	71.10	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	5.77	2.88	66.71	5.88	1.77	76.86	6.28	2.10	74.94

REQUESTED RATES (Mountain Territory)

Conductors.....	.....	.....	.....	\$3.37	\$.....	.....	\$9.13	\$.....	.....
Flagmen and Brakemen.....	.....	.....	.....	6.47	1.90	77.30	6.91	2.22	75.68

- Notes.—(a) Baggagemen handling express and operating dynamo. Present differential for this class of employees was created by Supplement No. 25 to General Order No. 27, effective December 1, 1919.
- (b) Baggagemen operating dynamo. Differential for this class of employees was created by Supplement No. 16, to General Order No. 27, effective January 1, 1919.
- (c) Baggagemen handling express. Differential for this class of employees was created by Supplement No. 16, to General Order No. 27, effective January 1, 1919.

**TABLE SHOWING AMOUNT AND PER CENT OF DIFFERENTIAL IN MILEAGE
RATES OF OTHER TRAINMEN AS COMPARED WITH CONDUCTORS RATES**

EASTERN TERRITORY

1910

OCCUPATION	PASSENGER			THROUGH FREIGHT			LOCAL FREIGHT		
	Rate	Differential		Rate	Differential		Rate	Differential	
		Amount	Per cent		Amount	Per cent		Amount	Per cent
Conductors.....	Cents 2.68	Cents		Cents 3.63	Cents		Cents 3.975	Cents	
Ticket Collectors.....	2.15	0.53	80.22						
Baggagemen.....	1.55	1.13	57.84						
Flagmen.....	1.525	1.155	56.90	2.525	1.105	69.56	2.80	1.175	70.44
Brakemen.....	1.50	1.18	55.97	2.42	1.21	66.67	2.70	1.275	67.92

1913

Conductors.....	2.90			4.00			4.50		
Ticket Collectors.....	2.30	0.60	79.31						
Baggagemen.....	1.65	1.25	56.90						
Flagmen and Brakemen.....	1.60	1.30	55.17	2.67	1.33	66.75	3.00	1.50	66.67

GENERAL ORDER No. 27

Conductors.....	3.35			4.82			5.42		
Ticket Collectors.....	2.66	0.69	79.40						
Baggagemen.....	2.28	1.07	68.06						
Flagmen and Brakemen.....	2.23	1.12	66.57	3.72	1.10	77.18	4.19	1.23	77.31

SOUTHEASTERN TERRITORY

1910

Conductors.....	Cents 2.50	Cents		Cents 3.55	Cents		Cents 4.15	Cents	
Baggagemen.....	1.35	1.15	54.00						
Flagmen and Brakemen.....	1.325	1.175	53.00	2.35	1.20	66.20	2.63	1.52	63.37

1913

Conductors.....	2.90			4.10			4.50		
Baggagemen.....	1.65	1.25	56.90						
Flagmen and Brakemen.....	1.60	1.30	55.17	2.75	1.35	67.07	3.00	1.50	66.67

GENERAL ORDER No. 27

Conductors.....	3.35			4.94			5.42		
Baggagemen.....	2.28	1.07	68.06						
Flagmen and Brakemen.....	2.23	1.12	66.57	3.84	1.10	77.73	4.19	1.23	77.31

Note.—Prior to Supplement No. 16, there was no rate established in the Southeastern Territory for Ticket Collectors.

WESTERN TERRITORY

Prior to the issuance of Supplement Number 16 to General Order Number 27, which was effective as of January 1st, 1919, service in the Western Territory, both Passenger and Local or Way Freight, was paid almost entirely on a Monthly Basis, therefore, no comparison of mileage rates is available. For comparison of monthly rates for this territory, see table showing comparison of Daily Rates upon which the minimum and maximum monthly and average daily rates for the Western Territory are shown.

ALL TERRITORIES

SUPPLEMENT No. 16

OCCUPATION	PASSENGER			THROUGH FREIGHT			LOCAL FREIGHT		
	Rate	Differential		Rate	Differential		Rate	Differential	
		Amount	Per cent		Amount	Per cent		Amount	Per cent
Conductors.....	Cents 4.00			Cents 5.40			Cents 5.92		
Ticket Collectors.....	3.20	0.80	80.00						
Baggagemen (a).....	3.23	0.77	80.75						
Baggagemen (b).....	3.00	1.00	75.00						
Baggagemen (c).....	3.00	1.00	75.00						
Baggagemen.....	2.77	1.23	69.25						
Flagmen and Brakemen.....	2.66	1.34	66.50	4.08	1.32	75.56	4.48	1.44	75.68

REQUESTED

Conductors.....	5.77			7.65			8.38		
Ticket Collectors.....	4.90	0.87	84.92						
Baggagemen (a).....	4.56	1.21	79.03						
Baggagemen (b).....	4.33	1.44	75.04						
Baggagemen (c).....	4.33	1.44	75.04						
Baggagemen.....	4.10	1.67	71.06						
Flagmen and Brakemen.....	3.85	1.92	66.72	5.88	1.77	76.86	6.28	2.10	74.94

REQUESTED RATES (Mountain Territory)

Conductors.....				8.37			9.13		
Flagmen and Brakemen.....				6.47	1.90	77.30	6.91	2.22	75.68

Notes.—(a) Baggagemen handling express and operating dynamos. Differential for this class of employees was created by Supplement No. 25, effective as of December 1, 1919.

(b) Baggagemen operating dynamo. Differential for this class of employees was created by Supplement No. 16, effective January 1, 1919.

(c) Baggagemen handling express. Differential for this class of employees was created by Supplement No. 16, effective January 1, 1919.

Attention is called to the fact that prior to Supplement No. 16 the rates in the three territories were not uniform, but as result of the rates provided by Supplement No. 16 they are now uniform throughout the United States with the exception of former higher rates which were maintained by the terms of the Supplement.

The following table shows present monthly minimum guarantee in **passenger service**, together with requested monthly guarantee based on 26 days service, also straight time earnings (excluding excess mileage, overtime earnings and payments under incidental rules) which would accrue for 30 days service under requested guarantee rules with time and one-half for service performed on Sundays, and the amount and per cent of increase:

OCCUPATION	Present	Requested	Straight Time Earnings which would accrue for 30 days service under Requested Guarantee and 1½ Time for Sundays	Increase	
	(Based on 30 days service)	(Based on 26 days service)		Straight time earn- ings for 30 days under request—over Present	
				Amount	Per cent
Conductors.....	\$180.00	\$225.00	\$276.90	\$96.90	53.83
Ticket Collectors.....	144.00	191.10	235.20	91.20	63.33
Baggagemen (a).....	145.20	178.00	219.04	73.84	50.85
Baggagemen (b).....	135.00	169.00	208.00	73.00	54.08
Baggagemen (c).....	135.00	169.00	208.00	73.00	54.08
Baggagemen.....	124.80	160.00	196.90	72.10	57.77
Flagmen and Brakemen.....	120.00	150.00	184.62	64.62	53.85

(a) Baggagemen handling express and operating dynamo.

(b) Baggagemen operating dynamo.

(c) Baggagemen handling express.

The request of the trainmen is based on a monthly wage for 26 days with a guaranteed minimum of 26 days' pay. From the above table the effect of the change in the basis of pay will be shown, as also the effect of the request for time and one-half for Sunday service. This only includes time and one-half of the **daily rates** as with the short time available it is impossible to obtain information which would include the effect of one and one-half times the **mileage rate** for service performed on Sunday.

It should hardly be necessary to argue the fact in regard to the requirements of the traveling public for passenger service on Sunday. It has been recognized by the employees that in the short turn-around passenger service where the Sunday requirements are different than on week days, passenger men in that class of service work an average of 28 days per month for which they have been receiving 30 days' pay under the present guarantee as shown in Article I-(a) and Article IV. of Supplements Nos. 16 and 25. In the through passenger service it is the exception for the men to work day for day, and the exceptions apply only in the sparsely populated territories where the requirements of passenger service do not necessitate considerable numbers of trains, but in by far the greater proportion of the service the number of trains operated permit of arranging the runs of the conductors and brakemen so that they have a considerable number of complete periods of 24 hours off duty in the course of a month. It is a very common condition for the crews in passenger service to work only 20 days during the month and be off duty 10 days. Many instances exist where the men do not work more than 16 days per month with 14 complete 24 hour periods off duty. On the days these men actually perform service they make long mileage so that in the course of the month their total mileage exceeds 4,500 miles, producing earnings in excess of the minimum monthly mileage guaranteed and paid for under Supplements Nos. 16 and 25. It will be apparent that as this service must be operated each day in the month all of these men encounter Sunday service to a greater or less extent within the month, depending upon the lay-out of the assignments. There would hardly be a case where during the course of the month some of these men are not required to work on Sundays, notwithstanding they are off duty from 6 to 14 days during the course of the month. Under the proposal it is requested that, regardless of the number of days they may be off duty, if they should be used on a Sunday or a recognized holiday, all miles should be paid at one and one-half times the mileage rate.

Proposed Article XXI, dealing with time and one-half for all Sunday and holiday work is not clear and is open to a possible construction that any overtime accruing might be claimed at one and one-half times the increased Sunday and holiday rate. For example: Proposed daily minimum for brakemen is \$5.77.

\$5.77 times 1.5 equals \$8.655, divided by 8 equals \$1.08, times 1½ equals \$1.62 per hour.

A change in the basis of pay from 30 to 26 days could have no other effect than an increase in the compensation, as the service cannot be avoided. The injustice of attaching a penalty to a condition which cannot be avoided is dealt with more at length under Article XXI of the Trainmen's request, under which time and one-half is requested for all classes of service performed on Sundays and the recognized holidays. As late as January 1, 1919, practically all passenger service in the entire Western portion of the United States was paid on the monthly basis of pay, the mileage basis applying only in a most general sense. Under certain schedules two monthly rates were provided, one applicable to mileage of 4,000 and less per month, the other rate for mileage between 4,000 and 6,000, with additional compensation whenever the mileage exceeded 6,000. Of course there were numerous exceptions to this condition, but the bases described were in effect to a greater extent than any other.

In the Eastern and Southeastern portions of the Country the mileage, monthly and daily bases have been in effect since 1910, but in all sections of the Country the monthly nature of the service has been recognized and the wages have been established in consideration thereof. This is further emphasized by the provisions of Interpretation No. 2 to General Order No. 27 of the United States Railroad Administration which, notwithstanding the large proportion of the passenger service in the Eastern and Southeastern territories being on a mileage basis of pay, applied the bases of General Order No. 27 applicable to monthly wages, as the primary basis for fixing the increases.

INTERPRETATION NO. 2 OF GENERAL ORDER NO. 27—PASSENGER SERVICE

"ALL CONDUCTORS, BAGGAGEMEN, FLAGMEN AND BRAKEMEN PAID ON THE MILEAGE BASIS AND PERFORMING MORE THAN THE MINIMUM DAILY MILEAGE WILL BE PAID UNDER THE PROVISIONS OF SECTION E, ARTICLE 2.

ALL CONDUCTORS, ASSISTANT CONDUCTORS, TICKET COLLECTORS, BAGGAGEMEN, FLAGMEN AND BRAKEMEN PAID UNDER THE MONTHLY GUARANTEE OF THE EASTERN AND SOUTHEASTERN TERRITORY, WILL BE PAID UNDER THE PROVISIONS OF SECTION A, ARTICLE 2, AND THE DAILY RATE WILL BE 1/30 OF THE MONTHLY RATE.

ALL CONDUCTORS, BAGGAGEMEN, FLAGMEN AND BRAKEMEN PAID ON THE MONTHLY BASIS WILL BE PAID UNDER THE PROVISIONS OF SECTION A, ARTICLE 2."

The significance of this selection will be understood when it is borne in mind that General Order No. 27 provided four bases for applying increases:

- Section (a) Employees whose salaries were on a monthly basis.
- Section (b) Employees whose salaries were on a daily basis.
- Section (c) Employees whose wages were on an hourly basis.
- Section (d) Employees whose salaries were on a mileage basis.

with different percentages of increase for each of the four bases of pay. Interpretation No. 2 to General Order No. 27, referred to, was promulgated by the Railroad Administration after it had been negotiated between the Chief Executives

of the four transportation organizations and the representatives of the United States Railroad Administration. The fact that wage schedules for passenger trainmen in the different sections of the country having been on different bases of pay, namely: monthly in the Western territory, with mileage, daily and monthly bases in the East and Southeast directly related to each other, and the different increases having been applied to the mileage and monthly rates, had the effect of distorting relations which had existed between the mileage, daily and monthly bases. This illustrates what can always be expected whenever arbitrary bases are applied for adjusting rates of pay which disregard conditions which are inherent to the classes of service performed.

To arbitrarily fix the rates of pay of men in passenger service on the 26 day basis with bonus payments for any work which may be performed on Sundays and recognized holidays would completely disregard the facts, as the requirements of the service necessitate operation on Sundays and recognized legal holidays regardless of any basis of pay, it would increase the wages out of all proportion to the service rendered and reduce the unit for the months pay from 4,500 to 3,900 miles (26 times 150) notwithstanding all these men had their monthly measure of service reduced to 4,500 miles per month under Supplement No. 16; that is, from 30 times 155 miles, or 4,650 to 4,500 miles per month in the East and Southeast, and in the larger proportion of the service in the Western territory the maximum monthly mileage was reduced from 6,000 to 4,500, resulting in a pronounced increase in the earnings of these employees. It is now proposed to again reduce the monthly mileage, that is, from 4,500 to 3,900 per month.

The request being for a 26 day guarantee per month in itself contemplates using the men on some of the days for which bonus or punitive payments are requested. In months with 5 Sundays and one holiday it would leave only 25 or 24 working days and correspondingly one or two days which would have to be paid for under the monthly guarantee whether used or not, and if the employees were used on such days they would have to be paid the bonus or punitive rates.

Proposed Article II—Basic Day:

"ONE HUNDRED AND FIFTY (150) MILES OR LESS (STRAIGHT-AWAY OR TURN-AROUND) SHALL CONSTITUTE A DAY'S WORK. MILES IN EXCESS OF 150 WILL BE PAID FOR AT THE MILEAGE RATES PROVIDED.

A PASSENGER DAY BEGINS AT THE TIME OF REPORTING FOR DUTY FOR THE INITIAL TRIP. DAILY RATES OBTAIN UNTIL THE MILES MADE AT THE MILEAGE RATES EXCEED THE DAILY MINIMUM."

The significance of this Article lies in its relation to Article IX of Supplements Nos. 16 and 25, as follows:

Article IX—Monthly, Daily or Trip Basis:

(a) ALL SERVICE WHICH, PRIOR TO THE EFFECTIVE DATE OF THIS ORDER WAS PAID ON A MONTHLY, DAILY OR TRIP BASIS, SHALL BE ESTABLISHED UPON THE MILEAGE BASIS AND PAID THE RATES ACCORDING TO CLASS OF SERVICE AND OPERATED UNDER THE RULES HEREIN PROVIDED.

(b) IN BRANCH LINE SERVICE, WHERE DIFFERENTIALS NOW EXIST IN EITHER RATES, OVERTIME BASES OR OTHER CONDITIONS OF SERVICE, THE MAIN LINE RATES SHALL BE APPLIED FOR THE CLASS OF SERVICE PERFORMED. MILES IN EXCESS OF THE MILEAGE CONSTITUTING A DAY WILL BE PAID PRO RATA. IF EXISTING RATES ARE HIGHER THAN THE REVISED MAIN LINE RATES, THEY SHALL BE PRESERVED, BUT THE EXCESS IN THE RATE OVER THE MAIN LINE RATE MAY BE APPLIED AGAINST OVERTIME. THE PASSENGER OR FREIGHT OVERTIME BASES SHALL BE APPLIED ACCORDING TO THE RATE PAID. OTHER EXISTING CONDITIONS OF SERVICE SHALL NOT BE AFFECTED BY THE FOREGOING.

(c) ON OTHER THAN CLASS I ROADS, INDEPENDENTLY OPERATED, THE RATES OF THIS ORDER SHALL BE APPLIED FOR THE CLASSES OF SERVICE PERFORMED, BUT NO CHANGE IS REQUIRED IN THE MILES, HOURS, OR SERVICE FOR WHICH THE FORMER RATES COMPENSATED. EXISTING HIGHER RATES SHALL BE PRESERVED. THIS SECTION DOES NOT APPLY TO TERMINAL AND OTHER ROADS WHERE RECOGNIZED STANDARD RATES AND CONDITIONS ARE IN EFFECT.

(d) IF THIS ORDER IN ANY CASE PRODUCES ABNORMALLY HIGH EARNINGS BECAUSE OF UNAVOIDABLE LONG LAYOVERS, SUCH CASES MAY BE REFERRED BACK TO THE DIRECTOR GENERAL FOR SPECIAL DISPOSITION."

It will be noted than under Section (c) dealing with other than Class I railroads, the mileage basis of pay was not required to be put into effect.

Proposed Article III—Overtime:

"(a) TRAINMEN ON SHORT TURN-AROUND PASSENGER RUNS, NO SINGLE TRIP OF WHICH EXCEEDS 80 MILES, INCLUDING SUBURBAN AND BRANCH LINE SERVICE, SHALL BE PAID OVERTIME FOR ALL TIME ACTUALLY ON DUTY, OR HELD FOR DUTY, IN EXCESS OF EIGHT HOURS (COMPUTED ON EACH RUN FROM THE TIME REQUIRED TO REPORT FOR DUTY TO THE END OF THAT RUN) WITHIN TEN CONSECUTIVE HOURS; AND ALSO FOR ALL TIME IN EXCESS OF TEN CONSECUTIVE HOURS COMPUTED CONTINUOUSLY FROM THE TIME FIRST

REQUIRED TO REPORT TO THE FINAL RELEASE AT THE END OF THE LAST RUN. TIME SHALL BE COUNTED AS CONTINUOUS SERVICE IN ALL CASES WHERE THE INTERVAL OF RELEASE FROM DUTY AT ANY POINT DOES NOT EXCEED ONE HOUR. THIS RULE APPLIES REGARDLESS OF MILEAGE MADE.

FOR CALCULATING OVERTIME UNDER THIS RULE, THE MANAGEMENT MAY DESIGNATE THE INITIAL TRIP.

(b) TRAINMEN ON OTHER PASSENGER RUNS SHALL BE PAID OVERTIME ON A SPEED BASIS OF 20 MILES PER HOUR, COMPUTED CONTINUOUSLY FROM THE TIME REQUIRED TO REPORT FOR DUTY UNTIL RELEASED AT THE END OF LAST RUN. OVERTIME SHALL BE COMPUTED ON THE BASIS OF ACTUAL OVERTIME WORKED OR HELD FOR DUTY, EXCEPT THAT WHEN THE MINIMUM DAY IS PAID FOR THE SERVICE PERFORMED, OVERTIME SHALL NOT ACCRUE UNTIL THE EXPIRATION OF SEVEN (7) HOURS AND THIRTY (30) MINUTES FROM TIME OF FIRST REPORTING FOR DUTY. WHERE-A MORE FAVORABLE OVERTIME RULE EXISTS, SUCH RULE MAY BE RETAINED, IN WHICH EVENT THIS SECTION WILL NOT APPLY.

(c) OVERTIME IN ALL PASSENGER SERVICE SHALL BE PAID FOR ON THE MINUTE BASIS AT A RATE PER HOUR OF NOT LESS THAN ONE AND ONE-HALF TIMES ONE-EIGHTH OF THE DAILY RATES HEREIN PROVIDED."

In connection with this request statement was made that in practically all classes of service, overtime was paid for at one and one-half times the daily rate, and there is no good reason why the passenger men, when they go on overtime, should not be paid the same as other employees.

In answer to this statement, it should be remembered that road service provides a **dual basis of pay**, miles and hours, and cannot be considered in the same category or comparable with other classes of service or labor which is regulatory. The principle of overtime for road service employees on the basis of time and one-half is wrong and inequitable, and cannot be fairly applied as a punitive measure where the regulation of hours and traffic requirements of the business are beyond the control of the employer.

The object of overtime, or rather establishment of punitive rules of pay after a stipulated number of hours of service, is a restrictive feature instituted for the purpose of limiting the individual hours of service for what might be termed stationary employment, where an equitable return is obtained, and the duration of service is determined by the employer. The exigencies of road service, involving uncontrollable features which are non-regulatory on the part of the carrier and which it cannot control, separates this class of service from all others, as the railroad has no means of obtaining proper equivalent. In road service it is quite evident that in many cases neither the management nor the men can prevent overtime. Weather conditions, density of traffic, unexpected breakdowns at points lacking facilities for prompt repairs, may either singly or together cause delays to such an extent that a run which under reasonable conditions takes eight hours, may be protracted to twelve hours, in which case the crew is not called upon to perform fifty percent more labor, as would be the case in a shop, but is required to spend fifty percent more time in performing the same amount of labor.

Attention is called to the memoranda signed by the Directors, Division of Operation and Division of Labor, under date of December 17th, 1919, which embodies the memorandum of the Director General of November 15th, 1919, concurring in this position; setting forth the bases upon which he was willing to grant time and one-half for overtime in road service and which it was understood at the time completely disposed of all pending requests for punitive overtime in all classes of train service.

For convenient reference the Director General's memorandum of November 15th, 1919, is quoted:

"The argument which at all times has been urged as a basis for time and one-half for overtime in road service is that since other classes of employees are allowed time and one-half after either 8 hours or 10 hours, it is an unjust discrimination to deny employees in road service time and one-half for overtime.

I have given the most careful consideration to this contention and I am satisfied it is not well founded. Employees in road service enjoy a method of pay which is entirely different from the method enjoyed by all other employees, because all others work exclusively on an hourly basis. Employees in road freight service have the privilege of earning their day's pay in less than the standard day, provided their train makes a better speed than 12½ miles per hour. I believe this fundamental difference in the method of allowing compensation relieves the situation of any claim of unjust discrimination in the respect indicated.

Along with this argument there is also the contention that the time and one-half for overtime is necessary as a punitive share to compel trains to be operated at a speed of not less than 12½ miles per hour. I do not believe this contention is well founded. It seems reasonably clear that a large proportion of freight trains cannot be operated economically on as high an average speed basis as 12½ miles per hour, and I do not believe an absolute unqualified penalty should be imposed for failing to do a thing which cannot reasonably be done.

If this matter had to be decided exclusively on the contentions which have been presented to me, I could find no justification for deciding otherwise than that time and one-half for overtime ought not to be allowed in road service.

But there is another phase of this matter which has not been presented to me in any definite way by anyone interested either for or against punitive overtime. My study of the matter, however, has brought this entirely distinct feature clearly to my attention, and I cannot conscientiously dispose of the matter without giving full weight to this entirely distinct consideration.

It seems to me that those freight train employees who are habitually employed in freight service which does not rise above and generally falls below a speed basis of $12\frac{1}{2}$ miles per hour do not receive a compensation which is relatively sufficient as compared with train service employees in freight service whose trains habitually make a speed of not less than $12\frac{1}{2}$ miles per hour with a general tendency to make a higher basis, or as compared with employees in passenger train service. It is evident that in order for these employees in this slower freight service to earn anything like the compensation obtained in this faster freight service they must in general work exceedingly long hours, and hence that their position is relatively unfavorable.

It seems to me that the best way to accomplish the giving of reasonable additional compensation to the employees in this slower freight service so as to remove the unjust discrimination which in a broad and general way it seems to me exists between them and the employees in this faster freight service, is on the one hand to allow time and one-half for overtime, and on the other hand to cut out in all freight service all special arbitraries and allowances of every character, including initial terminal delays and final terminal delays. I believe these steps will substantially correct the inequalities which now exist and will put the compensation for freight train service upon a much fairer basis than now exists.

I am therefore willing to establish December 1, 1919, the time and one-half for overtime in road freight service provided the train and engine men will accept such a basis in lieu of all special allowances and arbitraries of every character and will do this for the railroads as a whole.

I have no doubt that an incidental benefit arising from this course will be that it will tend to correct extreme cases of unnecessarily slow trains, although I do not believe it can or ought to result in raising all trains to the $12\frac{1}{2}$ mile speed basis.

The proposition herewith made is shown in detail by the amendments on the attached copies of Supplements Nos. 15 and 16. It is the purpose of the Railroad Administration, by these amendments and by any necessary instructions, to prohibit abuses which might otherwise arise by reason of the elimination of the various arbitraries, special allowances, etc.

Time and one-half for overtime is not to be so applied as to increase the payments which will be made as a result of any held-away-from-home-terminal rule."

Attention is also called to the resolutions adopted by the Chairman of the Joint Committee of the Order of Railway Conductors, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, assembled at Cleveland, Ohio, November 27th, 1919, accepting the proposition of the Director General, quoted in their letter of December 3, 1919, as follows:

"The following resolution was adopted by Chairmen of General Committees of the Order of Railway Conductors, Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen, and rejected by the General Chairmen of the Brotherhood of Railroad Trainmen, assembled at Cleveland, Ohio, November 27, 1919.

The time and one-half proposition, held-away-from-home-terminal rule, and the use of yard crews in road service in emergencies are subjects that have been pending since about October, 1918, since which time some of these organizations have filed with the Board of Railroad Wages and Working Conditions propositions for increased wages and changed working conditions, including the unsettled questions above referred to.

The Brotherhood of Railroad Trainmen at the Cleveland meeting recorded a vote of 106,726 against to 19,499 in favor of the adoption of the resolution, which follows:

'BE IT RESOLVED, That our Chief Executives be directed to notify the Director General that we are willing to accept his proposition for the payment of time and one-half for road overtime in freight service on all roads under Federal control; provided, that all initial and final terminal allowances, or rules of every description in individual schedules, together with mountain differentials, and all constructive mileage allowances of every description be preserved. Terminal allowances to be paid at pro rata when the trip, including time at terminals, does not entail overtime. If overtime accrues (terminal and other time to be measured continuously), overtime at one and one-half time to be paid.'

It has been the custom in the past in dealing with collective movements, such as the one in October, 1918, that a majority of the organizations voting in favor of a proposition determined the issue for all organizations parties to the cooperative movement. With that understanding the vote of the Brotherhood of Railroad Trainmen can be considered in favor of the adoption of the resolution, because the three associated organizations voted in favor of its adoption."

It will be noted that while the Brotherhood of Railroad Trainmen voted against this proposition, as shown by the last paragraph of the letter, dated December 3d, 1919, they were bound by the action of a majority of the organizations.

There are two overtime bases in passenger service, one applicable to runs in excess of eighty miles one way, the other applicable to so-called short turn-around service consisting of runs eighty miles or less one way. In the first case, the overtime is computed on the basis of twenty miles per hour, either straight-away or turn-around. On straight-away runs it is only under most exceptional conditions, such as accidents, unforeseen delays to trains, etc., that any overtime might accrue; practically all of the overtime accrues on turn-around runs and results from lay-overs or dead time between trips, during which the employees are performing no service. This situation exists generally throughout the United States where the patrons go to commercial centers to transact their business, say, in the morning and return in the afternoon or evening.

Proposed Article IV—Guarantees-Passenger:

"(a) REGULARLY ASSIGNED PASSENGER TRAINMEN WHO ARE READY FOR SERVICE ON THE DAYS OF THEIR ASSIGNMENT, AND WHO DO NOT LAY OFF OF THEIR OWN ACCORD, SHALL RECEIVE NOT LESS THAN THE MONTHLY GUARANTEES PROVIDED FOR IN ARTICLE NO. I, EXCLUSIVE OF OVERTIME AND EXTRA SERVICE, EXCEPT THAT HIGHER MONTHLY GUARANTEES SHALL BE PRESERVED. EXTRA SERVICE WILL PAY NOT LESS THAN A MINIMUM DAY.

(b) WHEN A REGULARLY ASSIGNED PASSENGER MAN LAYS OFF OF HIS OWN ACCORD OR IS HELD OUT OF SERVICE THE EXTRA MAN WILL RECEIVE THE SAME COMPENSATION THE REGULAR MAN WOULD HAVE RECEIVED, AND THE AMOUNT PAID THE EXTRA MAN OR MEN WILL BE DEDUCTED FROM THE AMOUNT THE REGULAR MAN WOULD HAVE RECEIVED HAD HE REMAINED IN SERVICE, THE SUM OF THE PAYMENTS TO THE MAN, OR MEN, WHO MAY BE USED ON THE RUN EQUALLING THE MONTHLY GUARANTEES.

(c) REDUCTION IN CREWS OR INCREASES IN MILEAGE IN PASSENGER SERVICE FROM ASSIGNMENTS IN EFFECT JANUARY 1, 1919, SHALL NOT BE MADE FOR THE PURPOSE OF OFF-SETTING THESE INCREASES IN WAGES."

Article IV of Supplements Nos. 16 and 25 Reads:

"(a) REGULARLY ASSIGNED PASSENGER TRAINMEN WHO ARE READY FOR SERVICE THE ENTIRE MONTH AND WHO DO NOT LAY OFF OF THEIR OWN ACCORD SHALL RECEIVE THE MONTHLY GUARANTEE PROVIDED FOR IN SECTION (a) OF ARTICLE I, EXCLUSIVE OF OVERTIME, EXCEPT THAT FORMER HIGHER MONTHLY GUARANTEES SHALL BE PRESERVED.

EXTRA SERVICE MAY BE REQUIRED SUFFICIENT TO MAKE UP THESE GUARANTEES, AND MAY BE MADE BETWEEN REGULAR TRIPS; MAY BE MADE ON LAY-OFF DAYS; OR MAY BE MADE BEFORE OR AFTER COMPLETION OF THE TRIP. IF EXTRA SERVICE IS MADE BETWEEN TRIPS WHICH GO TO MAKE UP A DAY'S ASSIGNMENT, SUCH EXTRA SERVICE WILL BE PAID FOR ON THE BASIS OF MILES OR HOURS, WHICHEVER IS THE GREATER, WITH A MINIMUM OF 1 HOUR. EXTRA SERVICE BEFORE OR AFTER THE COMPLETION OF A DAY'S WORK WILL PAY NOT LESS THAN THE MINIMUM DAY.

THE BASES OF PAY FOR EXTRA SERVICE APPLY ONLY IN MAKING UP THE GUARANTEES. AFTER GUARANTEES ARE ABSORBED, SCHEDULE PROVISIONS FOR EXTRA SERVICE APPLY.

(b) WHEN A REGULARLY ASSIGNED PASSENGER MAN LAYS OFF OF HIS OWN ACCORD OR IS HELD OUT OF SERVICE, THE EXTRA MAN WILL RECEIVE THE SAME COMPENSATION THE REGULAR MAN WOULD HAVE RECEIVED, AND THE AMOUNT PAID THE EXTRA MAN, OR MEN, WILL BE DEDUCTED FROM THE AMOUNT THE REGULAR MAN WOULD HAVE RECEIVED HAD HE REMAINED IN SERVICE, THE SUM OF THE PAYMENTS TO THE MAN, OR MEN, WHO MAY BE USED ON THE RUN EQUALLING THE MONTHLY GUARANTEE.

(c) REDUCTIONS IN CREWS OR INCREASES IN MILEAGE IN PASSENGER SERVICE FROM ASSIGNMENTS IN EFFECT JANUARY 1, 1919, SHALL NOT BE MADE FOR THE PURPOSE OF OFF-SETTING THESE INCREASES IN WAGES, BUT NOTHING IN THIS ORDER IS UNDERSTOOD TO PREVENT ADJUSTMENT OF RUNS IN SHORT TURN-AROUND AND SUBURBAN SERVICE THAT ARE PAID UNDER MINIMUM RULES FOR THE PURPOSE OF AVOIDING PAYMENT OF EXCESS MILEAGE OR OVERTIME THAT WOULD ACCRUE UNDER THESE RULES, WITHOUT REDUCING THE NUMBER OF CREWS. SUCH RUNS MAY BE REARRANGED, EXTENDED, OR HAVE MILEAGE CHANGED BY ADDITION OF NEW TRAIN SERVICE; SEPARATE POOLS OR ASSIGNMENTS MAY BE SEGREGATED OR DIVIDED, PROVIDED THAT CREWS ARE NOT TAKEN OFF OR REDUCED IN NUMBER. ADDED MILEAGE UP TO MILEAGE EQUALLING THE MILEAGE RATE DIVIDED INTO THE GUARANTEED DAILY RATE DOES NOT CHANGE, TAKE FROM OR ADD TO THE MINIMUM DAY'S PAY, AND THIS ADDED MILEAGE IS NOT TO BE CONSTRUED AS "INCREASE IN MILEAGE" WITHIN THE MEANING OF THIS ARTICLE.

(d) FOR THE PURPOSE OF AVOIDING PAYMENT OF EXCESS OVERTIME ON TURN-AROUND RUNS IN PASSENGER SERVICE WHEN ANY PART OR LEG THEREOF IS OVER 80 MILES, THE RAILROADS WILL BE PRIVILEGED TO REARRANGE RUNS, COMBINE POOLS OR SETS OF RUNS, AND MAY ESTABLISH INTERDIVISIONAL RUNS EXCEPTING WHEN THIS MAY BE PROHIBITED BY PROVISIONS OF EXISTING AGREEMENTS, SUCH RUNS TO BE PAID FOR IN ACCORDANCE WITH THE MILEAGE SCHEDULES OF THIS ORDER, BUT IN NO CASE LESS THAN THE COMBINATION OF TRIP RATES IN EFFECT AT THE DATE OF THIS ORDER."

Attention is called to the vital difference between proposed Section (a), and Section (a) of Article IV of Supplements Nos. 16 and 25.

Proposed Section (a) reads:

"Regularly assigned passenger trainmen who are ready for service on the days of their assignment."

Section (a) of Article IV of Supplements Nos. 16 and 25 reads:

"Regularly assigned passenger trainmen who are ready for service the entire month."

It is plainly the intent of the proposal to guarantee the earnings of the assignments and require the payment of additional compensation whenever service in addition to the assignments is required, regardless of the mileage made during the month. With the diversified conditions throughout the United States it is impracticable to in all cases make assignments equivalent to the monthly guarantee, and with the further restrictions under proposed Section (c) which will be dealt with more at length, the assignments in effect January 1, 1919 would become a fixed measure for the service to be required, leaving no latitude whatever for adjustments due to changes in the requirements of the service, which are controlled by traffic conditions.

All of the provisions of Article IV of Supplements Nos. 16 and 25 should be considered together, as the conditions dealt with in the several paragraphs are interwoven. It is stated that the reasons for omitting the 2nd and 3rd paragraphs of Section (a) are that up to this time the monthly guarantees have been based on 30 days per month and it is now proposed to base them on 26 days.

The effect of the omission of the bases of pay for extra service would be that all service in addition to regular assignments would be paid at least a minimum day. The conditions under which extra service arise will differ according to the traffic conditions on individual railroads, or frequently because it is necessary to make short trips between the trips of the regular assignment, which do not interfere with the regular assignment in any way, and to pay a minimum day for each of such short trips would result in unwarranted compensation for service performed. In addition, any service which is not a portion of the regular assignment would be held as extra service and such provisions would supersede all existing provisions for extra service which have taken into account the conditions on the individual railroads.

Proposed Section (c) provides that reductions in crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, etc. Under this portion of Section (c) of Article IV of Supplements Nos. 16 and 25, the Railroad Companies have been compelled to maintain the number of crews in service on January 1st, 1919, and were not permitted to adjust the number of crews in order to obtain in service the equivalent of the monthly guarantee. The monthly guarantee has covered 150 miles per day, 30 days per month, or 4,500 miles per month. On January 1st, 1919, the crews on certain assignments were averaging less than 4,500 miles. So long as an aggregate train mileage, corresponding with that in effect January 1st, 1919, is maintained, the same number of crews must be maintained; if, however, additional trains were added, it has been permissible to exact such additional mileage of the crews.

If the proposed requests were granted it would be impossible for the railroads to obtain service equivalent to the mileage paid for, and any service additional to the regular assignments would have to be paid for in addition to the monthly guarantee.

We understand that Article IV as proposed is also designed to require the use of extra crews to handle additional service even though regular crews, which by long practice have been used for such service, are available. Such extra service generally arises through additional train movements one way only, and if extra crews are required to be used for this service, it would result in their having to be returned deadhead to the initial point.

As to the omitted portions of Section (c) and all of Section (d) of Article IV of Supplements Nos. 16 and 25:

Train schedules will vary seasonally on practically every railroad in the United States due to the different requirements of the traveling public. Service may be either increased or reduced and the portions of Section (c) and (d) which it is now proposed to omit come into play whenever the train schedules are changed. The rule describes adjustments which may be permissible, is self-explanatory, and should be continued.

Proposed Article V—Rates of Pay—Through Freight:

"THE RATES REQUESTED BELOW FOR FREIGHT SERVICE ARE COMPILED AND BASED ON THE ASSUMPTION AND CLAIM THAT THE BRAKEMEN OR FLAGMAN'S RATE SHOULD BE NOT LESS THAN 80% OF THE CONDUCTOR'S RATE.

<u>CLASS</u>	<u>VALLEY</u>		<u>MOUNTAIN</u>	
	<u>Per Mile</u>	<u>Per Day</u>	<u>Per Mile</u>	<u>Per Day</u>
	Cents	Dollars	Cents	Dollars
(a) Flagman and Brakeman.....	5.88	5.88	6.47	6.47

LOCAL OR WAY FREIGHT

(b) Flagman and Brakeman.....	6.28	6.28	6.91	6.91
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(c) Mountain rates shall be paid trainmen for the entire trip where the gradient on any part of the trip is 1.8% or over.

Where mountain rates are now paid on lines where the gradient is less than 1.8%, mountain rates shall be continued.

MILK, MIXED AND MISCELLANEOUS SERVICE

(d) Where milk, mixed or miscellaneous train service has had a classification in one or other of the regular classes it will be continued in such classification. Where no such classification has existed and a rate of pay was higher than a given classification rate the same differential will be maintained as between the two as existed prior to December 31, 1917.

No service referred to in this section shall be paid on a basis lower than the through freight rate."

The following table is inserted to show the comparison between the daily and overtime rate in through and local freight service in the Eastern, Western and Southeastern Territories prior to General Order No. 27, under General Order No. 27, Supplement No. 16, Supplement No. 25 and the Requested rates:

TABLE OF RATES PAID FOR FREIGHT SERVICE

EASTERN TERRITORY

THROUGH SERVICE

OCCUPATION	DAILY RATES					
	Eastern Award	General Order Number 27	Supplement Number 16	Supplement Number 25	REQUESTED	
					Valley	Mountain
Conductors.....	\$4.00	\$4.82	\$5.40	\$5.40	\$7.65	\$8.37
Flagmen and Brakemen.....	2.67	3.72	4.08	4.08	5.88	6.47
OVERTIME RATES						
Conductors.....	50.00c	60.25c	67.50c	\$1.0125	\$1.4350	\$1.5700
Flagmen and Brakemen.....	33 ³ / ₈	46.50	51.00	.7650	1.1025	1.2150

LOCAL SERVICE

OCCUPATION	DAILY RATES					
	Washington Agreement	General Order Number 27	Supplement Number 16	Supplement Number 25	REQUESTED	
					Valley	Mountain
Conductors.....	\$4.50	\$5.42	\$5.92	\$5.92	\$8.38	\$9.13
Flagmen and Brakemen.....	3.00	4.19	4.48	4.48	6.28	6.91
OVERTIME RATES						
Conductors.....	56.25c	67.75c	74.00c	\$1.11	\$1.5725	\$1.7125
Flagmen and Brakemen.....	37.50	52.50	56.00	.84	1.1775	1.2975

SOUTHEASTERN TERRITORY

THROUGH SERVICE

OCCUPATION	DAILY RATES					
	Washington Agreement	General Order Number 27	Supplement Number 16	Supplement Number 25	REQUESTED	
					Valley	Mountain
Conductors.....	\$4.10	\$4.94	\$5.40	\$5.40	\$7.65	\$8.37
Flagmen and Brakemen.....	2.75	3.84	4.08	4.08	5.88	6.47
OVERTIME RATES						
Conductors.....	51.00c	61.50c	67.50c	\$1.0125	\$1.4350	\$1.5700
Flagmen and Brakemen.....	34.00	47.50	51.00	.7650	1.1025	1.2150

LOCAL SERVICE

OCCUPATION	DAILY RATES					
	Washington Agreement	General Order Number 27	Supplement Number 16	Supplement Number 25	REQUESTED	
					Valley	Mountain
Conductors.....	\$4.50	\$5.42	\$5.92	\$5.92	\$8.38	\$9.13
Flagmen and Brakemen.....	3.00	4.19	4.48	4.48	6.28	6.91
OVERTIME RATES						
Conductors.....	56.00c	67.50c	74.00c	\$1.11	\$1.5725	\$1.7125
Flagmen and Brakemen.....	38.00	53.25	56.00	.84	1.1775	1.2975

THROUGH SERVICE

LOCAL FREIGHT SERVICE

Particular attention is called to the request for the extension of mountain differentials.

The differential in pay involving higher rates for mountain service or mountain territory dates back generally to the time of construction of railways west of the Colorado boundaries or as generally referred to, west of Denver; applies chiefly on the long heavy gradients of main lines in certain territories, not generally on branch lines; has been confined to bona-fide conditions in the Rocky Mountains and coast ranges, and was made necessary by reason of frontier conditions, absence of suitable living conditions, sparsely settled country without educational facilities or environments demanded by men of family; and, at a time when it was necessary to control the speed of trains by hand brakes, it was necessary to offer a premium to obtain reliable and experienced men. Since the adoption and installation of the automatic air brake, the character of work required is completely changed and at the present time the Government requirements compel the application of power brakes sufficient to control trains on all grades.

When this case was submitted to the Board of Railroad Wages and Working Conditions in July last, testimony by representatives of the Trainmen would indicate that the living conditions in the mountain territory today are as good, and in some instances better than in other sections of the country. (This coincides with our views). (See minutes of the hearing, pages 238 and 339). Therefore no necessity exists for the present differentials in that territory, and certainly no reason for the proposed extension. The adoption of the proposed paragraph (c) would cause mountain rates to be established and differential applied to a very large percentage of the divisions of nearly all railroads in the United States. It is the understanding of the application of this Article, as explained by the representative of the Trainmen at the hearing before the Board of Railroad Wages and Working Conditions, that where a crew operates over a gradient of 1.8% or over, no matter how short, that the higher rate would govern for the entire trip. For example—Short gradients on main line or branch lines, approaches to bridges, elevated coal shed tracks, etc., that in no way affect the speed of train, hazard or duties of the trainmen. The higher rates would apply to engines with caboose, pilot or flagman with light engine, dead-heading, milk, transfer and miscellaneous service paying through freight rates, etc.

Your attention is called to the fact that in the arbitration of the Western engineers and firemen in 1915, the question of differential of 10% over standard rates for freight train service on divisions where gradient was in excess of 1.8% was submitted. The testimony introduced in the arbitration proceedings in a general way indicated that practically every freight train arriving at or departing from Saint Paul or Minneapolis would be paid under the mountain differential rate due to the short grades leaving the yards. Testimony further indicated that this same condition prevailed at many other terminals. The Board of Arbitrators declined to extend the application of the mountain differential, the decision of the arbitrators reading as follows:

"Grades of 1.8% and over:

The territory in which there exists a differential in rates of pay by reason of gradients has been long established, and we make no change in respect thereto. On railroads where a differential in the rates of pay for Engineers and Firemen is allowed under schedules in effect October 10, 1913, on account of grades or mountain service, either by excess rates or constructive mileage, such differential shall be maintained in addition to the rates granted by this Award."

and to our knowledge that was the only attempt that has been made by any of the train organizations to extend the mountain rate beyond the territory where it originally applied.

We call attention to electrically operated roads, such as C. M. & St. P., Puget Sound Line, and the Norfolk & Western Railroad where trainmen do not ride top of trains over mountain grades or use retainers; speed of trains being controlled by regenerating system of motors.

The far reaching effect of such a rule is shown by the accompanying exhibits showing the train districts upon which 1.8% grades exist.

This exhibit covers information received from fifty-eight (58) railroads in the Eastern and Southeastern Territories, showing the train districts which would be affected by any proposition to extend differentials on account of 1.8 percent gradients. Replies have not been received from all railroads, but from this exhibit the following summary is taken:

RAILROADS	MAIN LINE DISTRICTS			BRANCH LINES		
	Total number of districts	Number having grades 1.8%	Percent having grades 1.8%	Total number of districts	Number having grades 1.8%	Percent having grades 1.8%
33	360	59	16.4	703	282	40.1

The exhibit divides the railroads between Main Lines and Branches, and shows for each such portion, the Number of Train Districts; Number having grades of 1.8 percent and over; Length of Train Districts in Miles; Number of grades on each district and the length of the grades.

The train districts upon which all service would be subject to the differential rates is clearly brought out in the table, as also the number and lengths of the grades. The small proportions which the length of the grades bears to the length of the train districts will be apparent.

Attention is also called to the number of branch lines which would be subject to the differential, which, if granted, would make the service thereon preferential to the main lines and transpose the relations which formerly existed.

List showing railroads in the Eastern and Southeastern Territories which have no gradients 1.8 per cent or over:

Atlanta, Birmingham & Atlantic Railway,
 Abilene & Southern Railway,
 Alabama & Vicksburg Railway,
 Atlantic Coast Line Railroad,
 Ann Arbor Railroad,
 Bessemer & Lake Erie Railroad,
 Buffalo, Rochester & Pittsburgh Railway,
 Carolina, Clinchfield & Ohio Railway,
 Cincinnati, Indianapolis & Western Railroad,
 Detroit, Toledo & Ironton Railroad,
 Florida East Coast Railway,
 Grand Trunk Railroad—Lines in U. S.
 Gulf, Mobile & Northern Railroad,
 Hocking Valley Railway,
 Kanawha & Michigan Railway,
 Lake Erie & Western Railroad,
 Long Island Railroad,
 New York, Chicago & St. Louis Railroad,
 Richmond, Fredericksburg & Potomac Railroad,
 Seaboard Air Line Railway,
 Toledo & Ohio Central Railroad,
 Wheeling & Lake Erie Railway,
 Zanesville & Western Railroad.

(23)

The following railroads in the Eastern Territory would be affected by proposed rule. Data giving detailed information not available.

Lehigh Valley Railroad,
 New York, Ontario & Western Railway.

(2)

STATEMENT SHOWING BY RAILROADS FOR THE EASTERN AND SOUTHEASTERN TERRITORIES, THE
TOTAL NUMBER OF FREIGHT TRAIN DISTRICTS; THE NUMBER OF SUCH DISTRICTS HAVING
GRADES 1.8 PER CENT OR OVER; THE LENGTH OF EACH DISTRICT HAVING GRADES;
AND THE NUMBER OF GRADES ON EACH DISTRICT, TOGETHER WITH THE MINI-
MUM, MAXIMUM, AVERAGE AND TOTAL LENGTH IN FEET OF ALL GRADES

RAILROAD	MAIN LINE								BRANCH LINE							
	Freight Train Districts		Length of train districts in miles	No. of grades on districts	Length of Grade in Feet				Freight Train Districts		Length of train districts in miles	No. of grades on districts	Length of Grade in Feet			
	Total	No. having grades 1.8% and over			Total	Minimum	Maximum	Average	Total	No. having grades 1.8% and over			Total	Minimum	Maximum	Average
Atlanta & W. P.									5	1	78.0	1	1,000			1,000
Boston & Albany.....									6	3	17.12 4.16 2.26	1 1 2	5,280 10,560 10,560		2,640 7,920	5,280
Boston & Maine.....	32	2	60.4 38.1	1 2	10,560 1,320		660 660	10,560 660	32	8	45.0 56.7 24.2 23.0 14.7 56.6 13.4 3.5	7 2 1 1 1 9 1 1	10,300 11,600 2,600 1,300 1,200 32,250 2,640 1,760	200 5,100	2,500 6,500	1,471 5,800 2,600 1,300 1,200 3,583 2,640 1,760
B. & O. Western.....	20	1	105.0	5	2,200	200	800	440	19	7	10.8 45.8 74.0 6.5 16.7 36.6 25.1	1 1 2 2 3 1 3	26,400 600 3,432 5,640 3,640 1,320 7,654		1,584 1,848 3,000 1,320 3,168	26,400 600 1,616 2,820 1,213 1,320 2,552
B. & O. Eastern.....	(Information not available)															
Buffalo & Susq.....	8	5	21.29 32.11 45.92 37.02 16.63	7 26 8 16 17	23,355 49,082 5,275 36,830 38,331	150 100 200 500 600	9,800 9,500 2,000 9,800 11,400	3,336 1,888 659 4,802 2,255								
Cent. of Georgia.....	13	1	73.0	3	26,400	1,700	12,600	8,800	11	1	17.0	6	58,900	1,050	23,200	9,816
Cent. R. R. of N. J. . .	5	1	73.3	1	41,712			41,712	5	1	9.5	1	17,001			17,001
Cent. Vermont.....	5	1	121.0	1	2,000			2,000	5	5	36.0 17.0 34.0 27.0 100.0	26 1 2 11 1	24,500 700 1,600 19,700 400	400 600 900	2,500 1,000 3,300	942 700 800 1,791 400

STATEMENT SHOWING BY RAILROADS FOR THE EASTERN AND SOUTHEASTERN TERRITORIES, THE
TOTAL NUMBER OF FREIGHT TRAIN DISTRICTS; THE NUMBER OF SUCH DISTRICTS HAVING
GRADES 1.8 PER CENT OR OVER; THE LENGTH OF EACH DISTRICT HAVING GRADES;
AND THE NUMBER OF GRADES ON EACH DISTRICT, TOGETHER WITH THE MINI-
MUM, MAXIMUM, AVERAGE AND TOTAL LENGTH IN FEET OF ALL GRADES

RAILROAD	MAIN LINE								BRANCH LINE							
	Freight Train Districts		Length of train districts in miles	No. of grades on districts	Length of Grade in Feet				Freight Train Districts		Length of train districts in miles	No. of grades on districts	Length of Grade in Feet			
	Total	No. having grades 1.8% and over			Total	Mini-mum	Maxi-mum	Average	Total	No. having grades 1.8% and over			Total	Mini-mum	Maxi-mum	Average
Chesapeake & Ohio...	20	1	123.0	2	9,964	4,482	5,482	4,982	30	18	21.0 25.0 6.0 13.0 10.0 16.0 12.0 7.0 10.0 4.0 15.0 5.0 22.0 18.5 6.0 10.0 20.0 20.0	1 11 18 9 1 3 28 9 36 28 1 10 8 19 9 2 5 2	3,550 16,500 25,400 46,584 300 18,300 19,850 17,450 39,925 14,226 4,000 11,750 9,475 84,845 11,550 16,150 4,500 10,800	600 200 1,484 22,800 1,000 100 350 100 50 300 200 790 700 2,650 200 4,900	4,500 4,900 5,176 300 6,100 2,500 3,000 10,800 3,000 1,800 3,700 27,500 2,200 13,500 1,900 5,900	3,550 1,500 1,411 5,176 300 6,100 709 1,939 1,109 508 4,000 1,175 1,184 4,465 1,284 8,075 900 5,400
C. C. C. & St. L.....	28	2	114.0 140.0	1 1	100,320 153,120			100,320 153,120								
C. T. H. & S. E. Ry..	2	1	122.0	1	7,920			7,920								
Chic. I. & L.....									5	2	40.5 17.7	2 2	3,900 3,100	1,500 800	2,400 2,300	1,950 1,550
Cumb. & Pa. R. R....	1	1	3.0 2.1 1.7 .9 .7 1.8	4 5 2 2 2 6	8,900 10,000 8,400 4,900 3,500 8,200	800 900 1,400 1,400 700 400	4,200 3,100 7,000 3,500 2,800 3,200	2,225 2,000 4,200 2,450 1,750 1,366	1	1	12.4	63	88,172	45	6,000	1,399
Del. & Hudson.....	13	1	32.0	1	1,584			1,584	10	6	28.2 29.7 23.6 23.4 82.8 14.5	15 1 1 1 24 6	40,287 1,214 1,584 3,168 53,697 23,760	792 739 528	7,920 5,491 10,032	2,685 1,214 1,584 3,168 2,237 3,960
D. L. & W.....									7	3	24.0 28.0 10.0	1 2 1	6,000 7,900 2,200	..... 3,000 .....	..... 4,900	6,000 3,950 2,200
Erie.....									6	3	67.0 45.0 68.0	1 2 2	21,965 35,006 20,328	..... 11,246 1,848	..... 23,760 18,480	21,965 17,503 10,164

STATEMENT SHOWING BY RAILROADS FOR THE EASTERN AND SOUTHEASTERN TERRITORIES, THE
TOTAL NUMBER OF FREIGHT TRAIN DISTRICTS; THE NUMBER OF SUCH DISTRICTS HAVING
GRADES 1.8 PER CENT OR OVER; THE LENGTH OF EACH DISTRICT HAVING GRADES;
AND THE NUMBER OF GRADES ON EACH DISTRICT, TOGETHER WITH THE MINI-
MUM, MAXIMUM, AVERAGE AND TOTAL LENGTH IN FEET OF ALL GRADES

RAILROAD	MAIN LINE								BRANCH LINE							
	Freight Train Districts		Length of train districts in miles	No. of grades on district	Length of Grade in Feet				Freight Train Districts		Length of train districts in miles	No. of grades on district	Length of Grade in Feet			
	Total	No. having grades 1.8% and over			Total	Mini-mum	Maxi-mum	Average	Total	No. having grades 1.8% and over			Total	Mini-mum	Maxi-mum	Average
H. & Broad Top.....	2	2	24.0 20.0	1 2	1,056 7,920	..... 528	..... 7,392	1,056 3,960	3	3	8.0 11.0 13.0	1 1 1	33,792 31,680 31,680	..... ..... .....	..... ..... .....	33,792 31,680 31,680
Lehigh & N. E.....	4	2	77.0 14.0	1 1	15,840 15,840	..... .....	..... .....	15,840 15,840	15	9	56.0 32.0 27.0 17.0 15.0 8.0 8.0 7.0 3.0	1 4 1 3 1 2 2 1 1	10,560 19,008 10,560 8,448 10,560 7,920 3,168 10,560 7,920	..... 1,584 1,584 2,640 1,584 ..... .....	..... 10,560 5,280 5,280 1,584	10,560 4,752 10,560 2,816 10,560 3,960 1,584 10,560 7,920
Lehigh Valley.....	(Information not available.)															
Louisville & Nashville	21	1	134.0	1	1,584	.....	.....	1,584	15	15	49.4 47.5 23.4 143.5 10.1 30.5 35.3 46.6 16.9 9.6 52.4 11.1 26.4 30.6 10.5 23.0 35.4	1 9 7 48 1 3 1 3 3 2 21 8 7 1 9 13 17	16,896 31,838 24,182 120,384 792 3,432 792 12,197 29,304 1,742 48,523 14,942 8,448 3,696 9,504 52,641 101,270	..... 1,056 264 528 792 792 792 528 370 158 528 528 528 792	..... 6,864 7,352 16,896 1,848 6,125 16,368 1,214 5,280 6,230 2,376 1,848 11,616 21,384	16,896 3,537 3,455 2,508 792 1,144 792 4,066 9,768 871 2,311 1,867 1,207 3,696 1,056 4,049 5,957
Maine Central.....	6	1	108.09	1	2,600	.....	.....	2,600	18	8	52.69 46.69 36.58 56.61 91.34 17.47 15.71 60.75	2 10 1 1 1 1 1 5	1,500 34,800 700 800 3,100 1,200 2,700 41,750	750 550 450	750 9,400 800 3,100 1,200 2,700 21,000	750 3,480 700 800 3,100 1,200 2,700 8,350
Michigan Central....	7	1	3.0	1	3,724	.....	.....	3,724	10	4	31.0 28.0 54.0 40.0	3 1 4 2	3,980 1,100 8,452 1,200	1,050 1,114 500	1,860 4,118 700	1,326 1,100 2,113 600
N. C. & St. L.....	6	3	151.0 95.0 76.0	2 1 1	27,984 581 1,003	6,336	21,648	13,992 581 1,003	15	12	31.0 8.0 20.0 18.0 10.0 63.0 42.0 86.0 36.0 60.0 21.0 37.0	30 1 3 3 2 112 7 33 12 27 27 2	23,760 211 58,767 58,767 6,970 419,888 56,182 47,916 18,696 145,395 145,395 10,560	211 1,690 1,690 1,690 211 211 211 317 211 211 5,280	1,373 37,488 37,488 5,280 7,286 15,840 2,693 2,798 10,560 10,560 5,280	792 211 19,589 19,589 3,485 3,749 8,026 1,452 1,558 5,385 5,385 5,280

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**STATEMENT SHOWING BY RAILROADS FOR THE EASTERN AND SOUTHEASTERN TERRITORIES, THE
TOTAL NUMBER OF FREIGHT TRAIN DISTRICTS; THE NUMBER OF SUCH DISTRICTS HAVING
GRADES 1.8 PER CENT OR OVER; THE LENGTH OF EACH DISTRICT HAVING GRADES;
AND THE NUMBER OF GRADES OF EACH DISTRICT, TOGETHER WITH THE MINI-
MUM, MAXIMUM, AVERAGE AND TOTAL LENGTH IN FEET OF ALL GRADES**

RAILROAD	MAIN LINE								BRANCH LINE							
	Freight Train Districts		Length of train districts in miles	No. of grades on districts	Length of Grade in Feet				Freight Train Districts		Length of train districts in miles	No. of grades on districts	Length of Grade in Feet			
	Total	No. having grades 1.8% and over			Total	Minimum	Maximum	Average	Total	No. having grades 1.8% and over			Total	Minimum	Maximum	Average
Norfolk & Southern...	13	2	157.4 60.3	123 72	88,163 38,905	140 170	2,200 6,300	717 540	5	3	64.6 17.5 12.6	50 9 23	33,365 4,425 25,275	200 200 300	2,150 850 2,800	667 492 1,099
N. Y., N. H. & H....									49	3	3.5 19.5 20.0	1 2 1	4,000 17,500 5,280		3,500 14,000	4,000 8,750 5,280
Norfolk & Western...	13	2	114.1 108.9	6 7	11,400 9,950	700 275	3,500 2,650	1,900 1,421	15	12	9.0 9.0 9.0 38.0 77.0 102.0 44.0 10.0 48.0 11.0 19.0 8.0	1 1 1 2 2 3 2 1 3 1 2 1	10,500 38,600 2,300 15,200 10,000 18,100 12,000 9,400 20,400 4,200 18,910 500		600 14,600 5,300 2,500 8,500 2,100 9,900	10,500 38,600 2,300 7,600 5,000 6,033 6,000 9,400 6,800 4,200 9,455 500
Pere Marquette.....									15	6	26.9 26.0 20.11 95.87 13.29 11.73	1 2 5 5 1 1	5,400 2,600 4,900 2,700 4,800 3,000		400 600 500	5,400 1,300 980 1,350 4,800 3,000
Phila. & Read.....	37	6		2 1 1 1 1	2,640 300 9,504 3,960 3,960 3,960	528	2,112	1,320 300 9,504 3,960 3,960 3,960	95	79	Note (a)	10 69 69 69 69 69	118,744 162,254	528 528	23,760 10,560	11,874 2,352
Pittsburgh & L. E....	4	1	6.7	17	3,468	100	984	204								
Penna. (Central).....	15	4	50.9 147.5 103.1 35.0	1 3 1 3	27,298 24,024 3,000 7,650		4,488 14,256 3,000 1,980	27,298 8,008 3,000 3,020	70	18	39.5 10.2 13.8 18.7 13.1 31.3 7.9 23.3 9.2 2.5 21.0 25.5 26.1 7.0 2.1 17.0 25.0 55.0	2 13 1 2 1 1 35 2 1 1 16 4 5 1 2 2 1 20	17,054 31,205 4,100 3,800 4,400 2,000 12,000 21,700 2,600 4,200 115,886 12,930 24,150 800 2,900 5,000 200 19,800	7,233 100 1,980 1,800 1,300 9,200 100 12,500 1,300 22,176 1,980 1,500 1,600 1,500 200 200	9,821 9,210 5,280 2,000 1,300 12,500 1,300 2,600 4,200 7,240 5,280 15,000 800 1,600 3,500 200 2,500	8,52 2,407 4,100 1,900 4,400 2,000 340 10,853 2,600 4,200 7,240 3,233 4,832 800 1,450 2,500 200 990

STATEMENT SHOWING BY RAILROADS FOR THE EASTERN AND SOUTHEASTERN TERRITORIES, THE
TOTAL NUMBER OF FREIGHT TRAIN DISTRICTS; THE NUMBER OF SUCH DISTRICTS HAVING
GRADES 1.8 PER CENT OR OVER; THE LENGTH OF EACH DISTRICT HAVING GRADES;
AND THE NUMBER OF GRADES ON EACH DISTRICT, TOGETHER WITH THE MINI-
MUM, MAXIMUM, AVERAGE AND TOTAL LENGTH IN FEET OF ALL GRADES

RAILROAD	MAIN LINE								BRANCH LINE							
	Freight Train Districts		Length of train districts in miles	of grades on districts	Length of Grade in Feet				Districts		Length of train districts in miles	No. of grades on districts	Length of Grade in Feet			
	Total	No. having grades 1.8% and over			Total	Minimum	Maximum	Average	Total	No. having grades 1.8% and over			Total	Minimum	Maximum	Average
Penna. (Eastern)....									164	27	42.0	4	9,874	1,320	4,224	2,468
											82.0	1	18,480			18,480
											80.0	1	18,480			18,480
											89.0	1	9,504			9,504
											54.0	1	9,504			9,504
											62.0	1	35,904			35,904
											33.0	1	29,568			29,568
											39.0	1	29,568			29,568
											10.0	2	4,224	1,584	2,640	2,112
											35.0	1	34,320			34,320
											42.0	1	34,320			34,320
											48.0	2	63,360	29,040	34,320	31,680
											23.0	1	34,320			34,320
											26.0	1	34,320			34,320
											25.0	1	34,320			34,320
											56.0	2	63,360	29,040	34,320	31,680
											27.0	1	30,096			30,096
											43.0	1	10,560			10,560
											66.0	1	10,560			10,560
											48.0	1	10,560			10,560
											44.0	1	26,400			26,400
											67.0	1	26,400			26,400
											50.0	1	26,400			26,400
											14.0	1	7,392			7,392
											70.0	9	55,440	1,320	10,560	6,160
											52.0	6	134,640	5,280	42,240	22,440
											54.0	2	31,680	5,280	26,400	15,840
Penna. (S. Western)...									8	2	55.22	3	19,400	3,900	8,000	6,466
											36.35	2	11,400	3,900	7,500	5,700
Rutland.....	4	1	114.0	1	475			475								
Southern Railway....	56	10	111.0	1	800			800	32	10	10.0	4	10,400	1,300	3,900	2,600
			106.0	1	700			700			13.0	22	20,400	200	2,500	927
			141.0	25	31,600	200	5,500	1,264			50.0	21	17,400	100	2,000	828
			67.0	18	21,400	200	14,200	1,189			8.3	14	14,200	300	1,800	1,014
			123.0	77	170,400	200	16,700	2,213			61.0	10	7,300	500	1,200	730
			42.0	37	55,900	300	9,200	1,511			24.0	8	5,000	300	900	625
			69.0	22	38,200	200	5,300	1,736			14.0	7	11,400	600	4,900	1,629
			69.0	6	11,400	200	5,500	1,900			58.0	3	1,100	300	400	366
			123.0	1	7,000			7,000			23.0	4	23,700	500	14,900	5,925
			107.0	37	18,200	100	9,000	492			17.0	3	6,300	1,600	2,700	2,100
Virginian R. R.....	6	3	34.5	1	55,440			55,440	3	3	27.6	1	27,456			27,456
			55.3	2	63,360	15,840	47,520	31,680			20.6	3	32,208	4,752	21,120	10,736
			11.0	2	58,080	13,728	44,352	29,040			8.1	2	10,560	5,280	5,280	5,280
Western Maryland...	8	2	175.0	6	41,000	2,600	10,900	6,833	1	1	53.0	2	2,100	600	1,500	1,050
			121.0	4	64,680	6,600	31,680	16,170								

**STATEMENT SHOWING BY RAILROADS FOR THE WESTERN TERRITORY, THE NUMBER OF OPERATING
DIVISIONS HAVING GRADES 1.8 PER CENT AND OVER: LENGTH OF TRAIN DISTRICTS
UPON WHICH GRADES OCCUR, AND THE NUMBER OF GRADES
ON EACH SUCH DISTRICT.**

This exhibit covers the railroads in the Western Territory. The same details were not available for this territory as in the East and Southeast and therefore it was necessary to make a separate statement.

This exhibit shows the number of operating divisions divided between Main Line and Branches which have grades of 1.8 per cent and over, and the length and number of such grades; shows the districts upon which the differential would apply, but does not afford a comparison with the total districts on each railroad.

RAILROAD	MAIN LINE			BRANCH LINE		
	Number of operating divisions having grades 1.8% and over	Length of train districts in miles	Number of grades on districts	Number of operating divisions having grades 1.8% and over	Length of train districts in miles	Number of grades on districts
A. T. & S. F.—Eastern.....				1	52.29	11
A. T. & S. F.—Western.....	1	104.5 132.2	2 1	4	7.7 4.6 18.1 26.8 12.7 47.5 21.1 4.3 53.4	1 1 1 2 1 1 1 1 1
A. T. & S. F.—Coast.....	3	143.4 144.4 153. 148. 81.4 83.4 60. 132.	4 5 6 4 1 1 1 2	2	52. 104. 58. 27.1 44.8 15.2 39.8 44.	6 11 6 1 1 2 2 2
A. T. & S. F.—Grand Canyon.....	1	63.8	9			
A. T. & S. F. (S. F. P. & P. Lines).....				3	60. 8. 194. 39.	1 1 1 1
Chicago Great Western.....				1	54.2	10
C. M. & St. P. Ry.—Eastern.....	1	157.7	2	5	34.8 22.8 35.6 57.5 9.6 75.5 18.1 34.4	1 2 28 4 1 2 8 1
C. M. & St. P. Ry.—Western.....	3	94.6 98.1 112.2	2 1 1	1	71.7	9
Tacoma Eastern.....	1	67.3	14			
B. & N.....	1	44.4	5			
C. & N. W.....	2	105. 9.	1 3	2	91. 83. 16. 13.5 4.6	1 1 3 3 4
C. R. I. & P.....				5	24.6 68.5 91.7 86.9 60. 67. 22. 13.8 27.1	1 1 1 1 1 1 1 1 1

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**STATEMENT SHOWING BY RAILROADS FOR THE WESTERN TERRITORY, THE NUMBER OF OPERATING
DIVISIONS HAVING GRADES 1.8 PER CENT AND OVER: LENGTH OF TRAIN DISTRICTS
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RAILROAD	MAIN LINE			BRANCH LINE		
	Number of operating divisions having grades 1.8% and over	Length of train districts in miles	Number of grades on districts	Number of operating divisions having grades 1.8% and over	Length of train districts in miles	Number of grades on districts
E. P. & S. W.....				2	31.07 21.3 3.58 132.2 14.3 9.29 7.83 3.1 13.03	1 1 1 1 1 1 1 1 1
Great Northern.....	5	10.44 56.9 128.55 101.2 123. 109.5	1 2 1 1 1 2	3	4.6 38.2 60.5 98.8 17.3 23.8	1 1 1 2 1 1
Ill. Cent.....	3	128. 88. 72. 110.	1 17 1 1	5	60. 75. 18. 15. 23.	9 1 21 1 4
Y. & M. V.....	1	118.	2			
K. C. Southern.....	1	12.	3	1	11.	13
La. & Arkansas.....	1	78.	1			
M. K. & T.....				2	27.8 37.3 10.7	5 4 1
Mo. Pac.....	2	117.34 97.89	7 2	3	10.17 45.31 42.3 9.47 59.06 19.67	6 1 1 1 15 1
Nor. Pac.....	7	11.3 141.2 49.3 71. 119.4 64.3 18.9 104.5 86.4 97. 132.	1 1 3 2 1 2 1 2 1 1 1	7	34. 12.7 44.1 20.6 6.3 18.2 16.9 12.5 25.8 56.9 6.8 5.3 61.3 7.3 54.5 14.5 5.2 29. 20.1 61.6 17.9 15.5 5.2 35.9	1 1 1 1 1 1 1 1 1 4 1 1 1 1 1 1 1 2 1 1 1 3 2

**STATEMENT SHOWING BY RAILROADS FOR THE WESTERN TERRITORY, THE NUMBER OF OPERATING
DIVISIONS HAVING GRADES 1.8 PER CENT AND OVER: LENGTH OF TRAIN DISTRICTS
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This exhibit shows the number of operating divisions divided between Main Line and Branches which have grades of 1.8 per cent and over, and the length and number of such grades; shows the districts upon which the differential would apply, but does not afford a comparison with the total districts on each railroad.

RAILROAD	MAIN LINE			BRANCH LINE		
	Number of operating divisions having grades 1.8% and over	Length of train districts in miles	Number of grades on districts	Number of operating divisions having grades 1.8% and over	Length of train districts in miles	Number of grades on districts
O. W. R. & N.....	3	178.6 116.3 99.2 103.8	1 3 2 2	2	45. 69.2 98.7 86.7 32.8 4.4	6 7 3 3 2 1
O. S. L.....	2	166.8 145.8 117.1	1 1 2	3	3.3 69.4 29.9 115.3 107.1 51.2	1 1 1 2 2 1
St. L. & S. F.....	1	133.6 152.5	18 13	3	40. 33.1 35.3 45.8	6 19 1 17
St. L. S. Western.....	1	67.15 130.27	36 16	2	46.09 89.61 41.93	2 11 6
L. A. & S. L.....	2	117.3 95. 171.	2 1 1	2	32.7 23.5 8.4 90.5 125.	2 3 3 2 2
So. Pac. (Pac. System).....	6	252.1 49.5 134.4 139.6 98.7 107. 110.4 143.5 170.8 130.1	1 1 1 1 1 1 1 1 2 1	6	79.2 20.3 7.3 20.3 17.9 9.7 20.1 26.9 20.9 38.1 159.5 85.8 96.2 36.2 14.1 92.9 83. 111.2 60.9 61.1 6.9 58.2 9.9 15.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 2 3 1 1 1 1
So. Pac. (Atlantic Sys.).....						
G. H. & S. A.....				1	24.78	1
H. & T. C.....				1	99.68 6.4	3 1
T. & N. O.....				1	8.3	7
Union Pacific.....	2	56.8 75.8 126.4	1 1 1	3	75.9 3.9 13.4 28. 9.1 165.8	1 1 2 3 2 2
Wabash.....	1	103.	2			

Consideration should be given to the progress in the art of transportation on railroads, together with improvements and refinements in the air brakes. Lack of justification for an extension of differential rates of pay which were designed for bona-fide mountain conditions to lines or part of lines containing grades 1.8% or over will be obvious and we feel that it could not have any other result than simply an increase in pay without adequate return. To grant a request in the light of conditions of gradients over portions of operating district would also create serious unjustified inequalities in the rates of pay for the service performed as between operating districts, not only between different railroads but also different portions of the same railroad.

In all past negotiations, both on the individual railroads and in Arbitrations, it has been argued that mountain differentials whether expressed in the rates, constructive mileage, or any other form, were in effect nothing but rates, and were granted, in certain cases at least, to escape increasing all rates on the properties. The Supplements, Nos. 15, 16, 24 and 25, issued by the Railroad Administration, did not attempt to grant rates which would exceed or submerge all of the then existing rates, on account of which fact, the Supplements and Interpretations provided for the preservation of the mountain or territorial differentials.

By reference to the memoranda of the Directors of the Divisions of Operation and Labor of the Railroad Administration, page 3, Question 6, as follows:

"Question 6. Many Western roads allow constructive mileage for mountain division or desert territory over valley rates instead of specified amounts of money. Are such differentials retained?

Answer: So-called mountain differentials are subject to different bases under the several schedules where they exist. Differentials expressed in miles appear to be more directly connected with the rate of pay than the limits of the day for computing overtime. In such cases it is not intended that they should be considered as arbitraries coming within the scope of revised Article X, and it is anticipated that the matter can and ought to be reviewed in each case in accordance with this general principle, but pending such review the mileage differentials will be continued as heretofore."

it will be noted that questions arose in the minds of the representatives of the employees whether the granting of punitive overtime would not affect the differentials, and the answer plainly shows that it was considered by the Railroad Administration that the "differentials" constituted rates. This has also been our understanding, and if the basis upon which the differentials were granted is to be respected, we hold that if as a result of the present requests, rates should be granted which exceed the present rates in the differential territories produced by the straight rates plus the differentials, all such differentials should be eliminated rather than create differentials where none existed heretofore.

Proposed Article V-(d): A careful reading of the first paragraph of Section (d) does not indicate there is any serious difference from Article V, Paragraph (c) of Supplement No. 16, and if such is the case, we see no reason to change the wording as promulgated in Supplement No. 16.

We call attention to the last paragraph of Section (d), reading—

"No service referred to in this section shall be paid on a basis lower than the through freight rate."

There is a considerable volume of this class of service, the crews of which are paid on the passenger basis, and there are also cases where the crews are paid a rate between passenger and freight. Under the first paragraph the former classification would be continued, and under the last paragraph it could not pay less than the through freight rate. These two paragraphs are inconsistent.

For illustration it is proposed that the passenger brakemen shall receive a rate of \$.0385 per mile, \$5.77 per day of 150 miles. In through freight service it is proposed to pay the brakemen \$5.88 per one hundred miles or less, and \$.0588 per mile for all over 100 miles. It is not clear from the Article whether the comparison is to be with respect to the mileage rates or the rates for the day in the two classes of service. If in the mileage rate, then it would result in the brakemen, operating a train on which his duties are no greater than on a passenger train, with practically passenger conditions as to speed and schedule rights, receiving a rate per mile which is supposed to compensate for conditions attaching to freight service.

Proposed Article VI—Basic Day and Overtime:

"(a) IN ALL ROAD SERVICE, EXCEPT PASSENGER SERVICE, 100 MILES, OR LESS, EIGHT HOURS OR LESS (STRAIGHT-AWAY OR TURN-AROUND) SHALL CONSTITUTE A DAY'S WORK. MILES IN EXCESS OF 100 WILL BE PAID FOR AT THE MILEAGE RATES PROVIDED.

(b) ON RUNS OF 100 MILES OR LESS OVERTIME WILL BEGIN AT THE EXPIRATION OF EIGHT HOURS; ON RUNS OF OVER 100 MILES OVERTIME WILL BEGIN WHEN THE TIME ON DUTY EXCEEDS THE MILES RUN DIVIDED BY 12½. OVERTIME SHALL BE PAID FOR ON THE MINUTE BASIS, AT A RATE PER HOUR OF THREE-SIXTEENTHS OF THE DAILY RATE.

(c) ROAD TRAINMEN PERFORMING MORE THAN ONE CLASS OF ROAD SERVICE IN A DAY OR TRIP WILL BE PAID FOR THE ENTIRE SERVICE AT THE HIGHEST RATE APPLICABLE TO ANY CLASS OF SERVICE PERFORMED. THE OVERTIME BASIS FOR THE RATE PAID WILL APPLY FOR THE ENTIRE TRIP."

No Comment.

Proposed Article VII—Guarantees:

"REGULARLY ASSIGNED THROUGH, LOCAL, WAY FREIGHT, WRECK, WORK, CONSTRUCTION AND OTHER TRAINMEN WHO DO NOT LAY OFF OF THEIR OWN ACCORD, WILL BE GUARANTEED FOR THE MONTH, NOT LESS THAN 100 MILES OR EIGHT HOURS, FOR EACH CALENDAR WORKING DAY OF THE WEEK, EXCLUSIVE OF OVERTIME AND EXTRA SERVICE. EXTRA SERVICE WILL PAY NOT LESS THAN A MINIMUM DAY.

TRAINMEN IN FREIGHT POOL OR OTHER UNASSIGNED SERVICE (EXCEPT EXTRA MEN) WHO DO NOT LAY OFF OF THEIR OWN ACCORD, WILL BE GUARANTEED NOT LESS THAN 2,600 MILES FOR THE MONTH."

The proposed Article would result in the following:

1. Restricted use of assigned crews on holidays or layover days.
2. Make it necessary to pay either assigned or unassigned crews for service not performed.
3. Increased payments under the held-away-from-home-terminal rule.
4. Increased deadhead payments.

The proposed Article covering guarantees for regular assigned local, way freight, wreck, work, construction and other trainmen providing guarantees not less than 100 miles or 8 hours for each calendar working day of the week exclusive of overtime, differs from the existing Article in that it includes through freight and other trainmen while the present Article applies only to regular assigned local, way-freight, wreck, work and construction trainmen; also present guarantee is subject to the qualification that if through act of Providence it is impossible to perform regular service the guarantee will not apply. This provision is omitted.

Present Guarantee also permits the use of the crews in other service to complete the guarantee when for any reason the regular assignment is discontinued. It is proposed to eliminate the right to work out the guarantee, also that any extra service, even though involving portions of a day must be paid not less than a minimum day, regardless of existing rules providing varying bases of pay therefor.

We feel that the present provision, while placing a penalty in many instances upon conditions which can not be overcome, should not be made more restrictive by the proposal to eliminate the right to use crews in additional service in order to secure service paid for.

As to the 2,600 miles guarantee in freight pool or unassigned service. We are submitting a compilation prepared by the Board of Railroad Wages and Working Conditions of the existing rules in this respect, and call attention to the fact that according to the Exhibit (Exhibit T-2) actual guarantees are in effect on only fifteen (15) railroads out of a total of eighty-two (82) railroads having schedule rules relating to guarantees. Included in this number it will be observed is one Canadian Line (Canadian Pacific) and one electric line (Oregon Electric) both of which have penalty rules, leaving only thirteen (13) steam roads in the United States with actual guarantees.

(COPY)

Exhibit T-2

UNITED STATES RAILROAD ADMINISTRATION BOARD OF RAILROAD WAGES AND WORKING CONDITIONS

Summary of Roads Having Rules in Wage Schedules Relating to Guaranteed Monthly Mileage for Conductors and Trainmen in Through Freight Service

	ROADS HAVING RULES				Total Miles Operated All Roads (I. C. C. Report) (1916)	PERCENTAGE	
	No Penalty Payment		Penalty Payment			No Penalty Payment	Penalty Payment
	No. of Roads	Miles Operated	No. of Roads	Miles Operated			
Eastern Territory.....	39	43,080	0	.....	65,343	65.9	.....
Southeastern Territory.....	15	13,896	0	.....	50,438	27.5	.....
Western Territory.....	28	71,642	15	57,136	143,430	49.9	39.8
Total.....	82	128,618	15	57,136	259,211	49.6	22.0

Miles operated—Roads having guaranteed rules 185,754 or 71.6% of total miles.
(Details of Summary on following pages.)

**RULE OF WAGE SCHEDULES RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

EASTERN TERRITORY

Railroad	Rules	Remarks
Ann Arbor Railroad..... Schedule 1-1-16. Article 6.	It will be the endeavor of the Company to so regulate the service that through and irregular freight trainmen will be permitted to work twenty-eight (28) days per month. This will be subject to revision in time of continuous depression.	No penalty payment.
Baltimore & Ohio..... Schedule 1-1-17. Article 2-a.	Trainmen in through freight service not assigned to specified runs will be allowed to make a minimum of 3,000 miles or 30 days per month. If business falls off, the number of men in service will be reduced, beginning with the youngest men, regardless of bulletined runs. Men reduced under this rule will retain their rights and seniority.	No penalty payment.
Bessemer & Lake Erie..... Schedule 5-1-17. Article 61.	When freight traffic is such that trainmen are unable to make reasonable wages, their number will be reduced, beginning with the youngest men on the roster, regardless of position until those remaining will make as near 30 days per month as possible.	No penalty payment.
Boston & Albany..... Schedule 1-1-17. Article 37.	When, because of falling off in business, belt crews are unable to make at least 5 days per week, the belt crews will be reduced in reverse order of promotion.	No penalty payment.
Boston & Maine..... Schedule 1-1-17. Article 37.	It is understood that six (6) days per week will be considered fair wages in freight service, and if men, through no fault of their own, are unable to make six (6) days per week for two (2) weeks in succession, the force will be reduced immediately.	No penalty payment.
Buffalo & Susquehanna.... Schedule 1-1-10. Rule 25	If unassigned crews are not making twenty-six days a month, crews will be reduced according to seniority. When so reduced will retain their seniority rights.	No penalty payment.
Central Railroad of New Jersey..... Schedule 8-1-17. Article 21.	Only enough conductors and trainmen will be retained in pool service to handle the business properly; a surplus will be understood to exist when conductors do not make an average of 2,600 miles per month, for two consecutive months.	No penalty payment.
Chicago, Indianapolis & Louisville..... Schedule 7-1-17. Rule 27.	When on account of light traffic, crews are not able to make reasonable time, they will be reduced, beginning with the youngest men in service to a point where remainder in service will be enabled to make reasonable time as nearly as possible thirty days per month. The Company will be the judge as to necessity of reducing the number of crews.	No penalty payment.
Cincinnati, Hamilton & Dayton..... Schedule 10-1-13. Article 2, Sec. 1.	Superintendents will only employ such number of through freight crews as will enable each crew to make 3,300 miles per month, or the equivalent thereto.	No penalty payment.
Chicago, Terre Haute & Southeastern..... Schedule 10-1-13. Article 27-F.	At any time when business falls off to the extent that chain gang crews are not making an average of 3,000 miles or 300 hours per month, as the case may be, the Company agrees to reduce the crews to a minimum, as far as practicable, upon the request of the Chairman of the Committee, to the Superintendent, the youngest crew or crews to be taken off.	No penalty payment.
Cincinnati Northern..... Schedule 1-1-17. Article 10.	On divisions where desired by the men, crews will be assigned so they will make not less than 3,000 miles per month in through freight service. If business falls off the number of crews in service will be reduced, beginning with the youngest men, regardless of assigned runs. In reducing yard forces, the same rule will be followed. Road men have no rights in yards, and yard men have no rights on the road. This, however, does not conflict with any one who has accepted or holds a position in yard service prior to this schedule.	No penalty payment.
Cincinnati, Indianapolis & Western..... Schedule 1-1-13. Article 2, Sec. 1.	Superintendents will only employ such number of through freight crews as will enable each crew to make 3,300 miles per month, or the equivalent thereto.	No penalty payment.

**RULE OF WAGE SCHEDULES RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

EASTERN TERRITORY

Railroad	Rules	Remarks
Cleveland, Cincinnati, Chicago & St. Louis..... Schedule 8-1-17. Article 45.	<p>(a) On divisions where desired by the men, crews will be assigned so they will make not less than 3,000 miles per month in through freight service.</p> <p>(b) In putting on additional crews, the oldest available men will be used at the time crew is put on, it being understood that the senior men will be assigned to it when they are available. Extra crews put on on account of increase of business or other emergency cases, will be taken off on their return to the terminal, unless it is known that they will be needed again at the expiration of rest period.</p> <p>(c) When the monthly freight mileage is reduced so that crews do not make 3,000 miles per month, the number of crews will be reduced beginning with the youngest men in rank. Trainmen displaced on this account may exercise their seniority on other runs.</p> <p>Note.—The provisions of last sentence of paragraph (c) of this article, not to apply to crews put on in temporary service of less than thirty days.</p>	No penalty payment.
Delaware & Hudson..... Schedule 1-1-17. Article "E."	When business is light the work will be equalized between men on regular and extra crews as far as practicable. This shall not apply to regular men who have made less than 3,000 miles per month; regular crews will be allowed to make 3,000 miles before they are replaced by extra crews.	No penalty payment.
Detroit & Toledo Shore Line Paragraph 36.	When by continuous service, crews running first in and first out cannot make 2,400 miles per month, a reduction in the force will be made.	No penalty payment.
Detroit, Toledo & Ironton. Schedule 8-20-14. Article 19.	When necessary to decrease the number of through freight crews in service, the senior men will be given preference to work to the extent of 3,000 miles per month between April first and August first, and 2,600 miles per month between August first and April first. It is the intention to carry on the extra list only enough men to handle the business of the company satisfactorily.	No penalty payment.
Delaware, Lackawanna & Western..... Schedule 11-12-17. Rule 22.	When men do not make 2,600 miles per month in extra freight service, the more recently employed or promoted will be set back or placed on the extra list. They shall also hold their rank respectively when business revives and additional men are required.	No penalty payment.
Erie Railroad..... Schedule 9-1-17. Rule 27.	Whenever unassigned crews and regular-extra conductors do not make 3,000 miles per month, the junior crew or conductor in the service, will, upon request of the local committee to the Superintendent, be taken off so that those remaining will make the above mileage. Men shall be reduced according to seniority. The trainmen's extra list will be regulated to meet the requirements of service, at the same time insuring a reasonable amount of time for the men.	No penalty payment.
Grand Rapids & Indiana... Schedule 1-1-17. Article 17.	It will be the endeavor of the Company to so regulate the service that regular freight trainmen will be permitted to make the equivalent of twenty-eight minimum days per month. (This will be subject to revision in time of continued depression.)	No penalty payment.
Hocking Valley..... Schedule 10-1-13. Article 38.	When through freight traffic is such that regular conductors do not make an equivalent of \$110.00 per month, per conductor, the number of crews shall be reduced and additional crews will not be put on until conductors make an equivalent of \$135.00 per month, per conductor. This does not apply in case of miner's strike.	No penalty payment.
Lake Erie & Western..... Schedule 1-1-17. Article 25.	In through freight service, it will be the effort to regulate the number of crews in the service so that the men may make as near a full month as practicable.	No penalty payment.
Lehigh & Hudson River... Schedule 5-19-17. Rule 11.	Only crews enough will be retained in the service to handle the business properly, it being understood a surplus exists, when crews do not make an average of 2,600 miles for a period of thirty consecutive days due to general business depression. Crews on assigned runs will not be required to reduce mileage to equalize mileage of unassigned crews.	No penalty payment.
Lehigh Valley..... Schedule 1-1-17. Rule 53.	<p align="center">TRAINMEN</p> <p>When the business of the Company becomes slack, reduction of forces to be made so that the oldest men shall make 30 days per month; mine trainmen to have preference over extra trainmen during slackness of mine business, to extent of making 26 days per month.</p>	No penalty payment

**RULE OF WAGE SCHEDULES RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

EASTERN TERRITORY

Railroad	Rules	Remarks
CONDUCTORS		
Lehigh Valley..... Schedule 5-1-17. Article 70.	When the business of the Company becomes slack, reduction of force to be made so that the oldest men in the service shall make twenty-six (26) days per month.	No penalty payment.
Michigan Central..... Schedule 10-1-13. Section 8.	Trainmen in freight pool will be allowed to make as much excess mileage as they can, consistent with safety, for which they will be paid at the same rate per mile as specified for the division employed upon; but it is understood that crews will be so regulated that they will be allowed to make on each division a number of miles sufficient to net the: Conductors.....\$162.67 per month. Brakemen.....128.86 per month.	No penalty payment.
Monongahela Railway..... Schedule 10-15-15. Rule 5.	Should it become necessary to reduce the force to allow men to earn reasonable wages, it will be done beginning with the junior men in the service. During depression in business, trainmen on regular runs, not making an average of twenty-six (26) days per month, may vacate their runs if they so desire. Note. —Men, under this rule, will not have the right to vacate a run and bump onto another run oftener than once in thirty (30) days.	No penalty payment.
Montpelier & Wells River. Schedule 1-1-17. Article 6, Paragraph 15.	When there is a falling off of business and men are unable to make fair wages, the force will be reduced in the inverse order in which they were promoted.	No penalty payment.
New York Central..... Schedule 10-1-13. Rule 5.	When employees in freight service do not make 3,000 miles in extra freight service in one month, the number in service shall be reduced according to seniority. Men reduced under this rule retain their rights and seniority. This will not apply to men dismissed from the service. Extra men in both passenger and freight service shall be kept at the lowest number consistent with the prompt handling of the traffic.	No penalty payment.
New York, Chicago & St. Louis..... Schedule 1-1-14. Rule 14.	Conductors and brakemen in through freight service may be allowed to make 3,700 miles per month, over their respective divisions. Regularly assigned crews will not be required to divide time with unassigned crews. When conductors and brakemen, regularly employed, fail in six (6) consecutive weeks to make the number of miles pro rata possible to run under the maximum conditions of service, the number of crews shall be so arranged as to permit the regular men to make such maximum mileage.	No penalty payment.
New York, Ontario & Western..... Paragraph 40.	Employees whose assigned permanent positions do not make twenty-four (24) days or 2,400 miles during a month, may at the expiration of such month in which they do not make twenty-four (24) days or 2,400 miles, take any position held by their juniors. The extra time should be divided among the extra men. The surplus men shall be laid off or transferred whenever they are unable to make twenty (20) days or 2,000 miles per month, and no more men shall be retained in this service than are necessary to do the work.	No penalty payment.
New York, Philadelphia & Norfolk..... Schedule 1-1-10. Rule 33.	Under ordinary conditions it will be the endeavor to so regulate the service that regular trainmen can make at least twenty-six (26) days per month; the latter not to apply during the periods of continued depression where to do so would work serious hardship to many deserving employees.	No penalty payment.
Pennsylvania R. R..... Schedule 9-1-17. Rule 5-H-1.	Under ordinary conditions it will be the endeavor to so regulate the service that regular trainmen can make at least 26 days per month; the latter not to apply during periods of continued depression where to do so would work serious hardship to many deserving employees.	No penalty payment.
Pere Marquette..... Schedule 7-1-10. Article 1.	Crews running in through and irregular freight service will be guaranteed not less than 2,800 miles per month.	No penalty payment.
Philadelphia & Reading.... Schedule 1-1-17. Rule 20.	Freight conductors and trainmen not assigned to runs will run first in, first out, and will be termed as "pool" service. Only enough men will be retained in pool service to properly handle the business. A surplus will be understood to exist when conductors and trainmen do not make an average of twenty (20) days per month for two consecutive months. The above applies to pool service only and not to schedule or programme runs. After two consecutive months of less than twenty (20) days per month, force to be reduced until such time as twenty (20) days per month can be made.	No penalty payment.

**RULE OF WAGE SCHEDULES RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

EASTERN TERRITORY

Railroad	Rules	Remarks
Pittsburgh & Lake Erie.... Schedule 5-1-15. Rule 19.	(a) When the business of the road becomes so light that all freight crews in the service are not able to make reasonable wages, crews will be reduced beginning with the junior men in the service. Any trainman losing his run under this rule will be given preference as a trainman over junior trainmen in the service and will retain his rights of seniority. (b) Any reduction of crews or men other than that made by the Company in compliance with the intent of the preceding paragraph will be made through the Train Master and the General Chairman of the O. R. C. and B. of R. T. committees.	No penalty payment.
St. Johnsbury & Lake Champlain..... Schedule 1-1-17. Rule 16d.	It is understood that when business is good, spare men will be allowed to work seven days per week, or as near that figure as conditions will permit; and during slack times, when business is poor, they will be allowed to work a maximum of six days, when there is work for them to do.	No penalty payment.
Toledo & Ohio Central.... Schedule 1-10-19. Article 14, Section 1.	When traffic is such that regular pool freight crews on Bucyrus and Western Divisions do not make the equivalent of thirty-five hundred (3,500) miles per month, and regular pool freight crews on the Corning Division and regularly assigned mine run crews do not make the equivalent of three thousand (3,000) miles per month, for a period of one (1) month, the number of crews will be reduced on request of Local Committee having jurisdiction. In case of strikes reduction of crews will be made only on request of Local Committee having jurisdiction. If passenger crews make a minimum of forty-six hundred (4,600) miles per month, crews will not be reduced. When extra conductors' or brakemen's earnings fall below an equivalent of twenty-two hundred (2,200) miles per month, their extra list will be reduced.	No penalty payment.
Toledo, St. Louis & Western Article 1, Section 4.	At any time when business falls off to the extent that chain crews are not making an average of 3,500 miles per month, the Company agrees to reduce the crews to a minimum upon request of the Chairman of General Committee to the Superintendent of Transportation, the youngest crew or crews to be taken off.	No penalty payment.
Wheeling & Lake Erie.... Schedule 10-1-13. Rule 16.	Only a sufficient number of crews will be kept in through freight service to enable regular freight crews to make a minimum of 3,000 miles per month, Toledo Division crews to run first in first out west of Brewster; Pittsburgh Division crews to run first in first out east of Brewster; Cleveland Division crews to run first in first out in both directions from Canton to Brewster; W. P. T. crews to run first in first out of Rock. If business falls off, crews will be taken off beginning with the youngest regardless of advertised runs.	No penalty payment.
Zanesville & Western..... Schedule 10-1-13. Article 10, Section 1.	When through freight traffic is such that regular train crews do not make an average of ninety (\$90.00) dollars per month, per conductor, and sixty (\$60.00) dollars per month, per brakeman, for a period of one month, the number of crews will be reduced. In case of strikes, reduction of crews will be made only on request of local committee having jurisdiction.	No penalty payment.

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**RULES OF WAGE SCHEDULE RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

SOUTHEASTERN TERRITORY

Railroad	Rules	Remarks
Alabama Great Southern. . Schedule 1-1-17. Article 29.	When freight traffic is so light that conductors or other trainmen in the service are not able to make reasonable wages, men will be laid off beginning with the youngest man in service, until those remaining can make reasonable wages. Men so reduced will not be allowed to displace men in passenger train service.	No penalty payment.
Carolina, Clinchfield & Ohio Schedule 10-15-12. Article III, Paragraph 7.	As far as practicable, regular crews in pool service will be regulated so as to enable conductors on districts of 110 miles or less to make \$125.90 and on districts of over 110 miles to make \$135.00 per month.	No penalty payment.
Central of Georgia. Schedule 1-1-17. Article I.	No more crews will be used in chain gang service than will allow a fair month's salary.	No penalty payment.
Chesapeake & Ohio. Schedule 12-2-18. Article XVI.	CONDUCTORS	No penalty payment.
	The number of through freight conductors will be regulated so that regular conductors will be able to earn not less than \$180.00 per month; including overtime. The number of extra conductors will be regulated so that they will be able to earn, per month, not less than regular brakemen. A maximum of \$210.00 per month is fixed and when regular through freight conductors have exceeded this amount, additional crews will be added; except it should be understood that such limitation of wages shall not preclude the officials of the railroad from requiring a conductor to make wages in excess of this limitation when the necessities of the service require it.	
Chesapeake & Ohio. Schedule 10-11-18. Article XL.	TRAINMEN	No penalty payment.
	The number of through freight crews will be reduced when the monthly wages of trainmen fall to \$120.00, including overtime; and the number of extra trainmen on list will be reduced when the extra trainmen pay does not exceed \$70.00 per month, including overtime; this shall be understood as the minimum for reducing crews. Crews will not be reduced until reaching the minimum, unless agreeable with all concerned. It is understood that these amounts are not to be regarded as maximum pay, and trainmen are to be allowed to earn as high wages per month as conditions will permit; provided the above can be carried out without delay to the business, violation of the law or expense to the railroad.	
Cincinnati, New Orleans & Texas Pacific. Schedule 1-1-17. Article 29.	When freight traffic is so light that conductors or other trainmen in the service are not able to make reasonable wages, men will be laid off beginning with the youngest man in service, until those remaining can make reasonable wages. Men so reduced will not be allowed to displace men in passenger train service.	No penalty payment.
Florida East Coast. Schedule 7-1-13. Article 26.	(b) When extra trainmen are unable to make reasonable wages, the force will be reduced, beginning with the junior men.	No penalty payment.
Georgia Railroad. Schedule 1-1-13. Article 6, Paragraph 8.	The Georgia Railroad shall keep only such number of trainmen as will move the traffic of the road with promptness and dispatch, thereby enabling those employed to make as near full time as possible.	No penalty payment.
Gulf, Mobile & Northern. . Article 24.	(b) Reduction in through freight crews shall be made when crews are unable to make reasonable wages, beginning with junior men, until crews in service are able to make, approximately, 2,600 miles each per month. Superintendents or Trainmasters, on request and proper showing by local chairman of Trainmen's Committees, will reduce crews in service so that mileage specified above shall be made.	No penalty payment.
Macon, Dublin & Savannah Schedule 1-1-17. Article 21.	No more men will be assigned to regular runs as conductors and trainmen than are necessary to allow regular men to make a salary as freight conductors of \$120.00, trainmen \$80.00 per month or more, passenger conductors \$140.00, trainmen \$87.00 per month or more.	No penalty payment.
Norfolk & Western. Schedule 10-18-17. Article 32.	As far as practicable, crews in pool service will be regulated so as to enable the conductors on districts of 110 miles or less to make \$125.00 and on districts of over 110 miles to make \$135.00.	No penalty payment.

**RULES OF WAGE SCHEDULE RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

SOUTHEASTERN TERRITORY

Railroad	Rules	Remarks
Richmond, Fredericksburg & Potomac..... Schedule 12-1-13. Rule 19.	The number of freight crews will be regulated so that the regular trainmen may earn about \$130.00 per month for conductors and \$90.00 per month for flagmen and brakemen in dull season, and when necessary to reduce the force the oldest men in the service will be retained when competent.	No penalty payment.
Seaboard Air Line..... Schedule 11-1-17. Article 53.	The number of through freight crews will be reduced when the mileage falls below 3,200 miles in the case of regular trainmen and 2,200 miles in the case of extra men, in any thirty (30) day period.	No penalty payment.
Tennessee Central..... Schedule 10-1-12. Article 18.	No more extra men will be employed than can earn a reasonable compensation. When force is reduced, the youngest men in service will be first reduced.	No penalty payment.
The Virginian Ry..... Schedule 11-1-17. Article 24.	(a) The number of crews in regular pool service shall be regulated, so far as practicable, to correspond with the volume of the business. The number of crews will be reduced, when the monthly wages of conductors average less than \$135.00 per month, and the brakemen less than \$90.00 per month. It is understood that these amounts are not to be regarded as maximum pay. Freight crews are to be allowed to earn as high wages per month as conditions will allow; provided this can be permitted without delay to the business, violation of the law, or expense to the Company. (b) Extra conductor's list will be increased or reduced as work varies, the intention being that extra conductors shall make not less than \$110.00 nor more than \$135.00 per month. (c) Brakemen on extra lists will be reduced when they make less than \$75.00 per month.	No penalty payment.
Yazoo & Mississippi Valley. Schedule 3-10-12. Section 2, Paragraph 24.	The number of crews shall be kept down so that crews in irregular freight service may not make less than 3,000 miles per month.	No penalty payment.

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**RULES OF WAGE SCHEDULES RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

WESTERN TERRITORY

Railroad	Rules	Remarks
Canadian Pacific..... Schedule 4-1-17. Rule 37.	Trainmen employed in freight crews regularly set up will be paid for not less than 2,800 miles at through freight rates in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior men. Crews regularly set up running only a part of a month will be credited pro rata with such mileage for each working day within the portion of the month so set up. This will not be construed to mean that 2,800 miles is a maximum mileage which trainmen will be permitted to make.	Penalty payment.
Chicago & Alton..... Schedule 8-17-18. Rule 52.	When business fluctuates so trainmen in unassigned service average less than 3,500 miles per month, and trainmen on extra board average less than 2,500 miles per month, the boards will be cut to enable them to make this mileage, on request of joint representatives.	No penalty payment.
Chicago, Burlington & Quincy..... Schedule 1-1-18. Rule 31.	When traffic becomes so light that pool conductors cannot make 3,000 miles per month, the number will be reduced. This rule not to operate to prevent pool conductors from making more than 3,000 miles per month.	No penalty payment.
Chicago & Eastern Illinois. Schedule 8-1-11. Article 23.	(c) In dull season, when freight traffic on any portion of the road is so light that all freight crews in irregular service are not able to make reasonable wages, the crews shall be laid off, beginning with the junior men, until the crews in service shall make three thousand (3,000) miles per crew per month. Any conductor suspended from service under this rule will assume rights as brakeman from the beginning of employment. If promoted or hired from the ranks of brakemen, and service has been continuous, his rights as brakeman will date from beginning of his employment as brakeman.	No penalty payment.
Chicago Great Western Schedule 4-1-11. Article XII.	When pool crews, after working entire calendar month, do not make 2,800 miles, enough constructive mileage will be added to make 2,800 miles. Regular assigned crews will not be held out of service to accomplish this purpose.	Penalty payment.
Chicago, Milwaukee & St. Paul..... Schedule 9-28-18. Rule 37.	(a) The number of conductors employed in pool freight service on all divisions will be governed by the volume of business, with the intent to allow them to make not less than the equivalent of thirty-three (3,300) miles each month. This rule will not prevent conductors from making in excess of thirty-three hundred (3,300) miles each month.	No penalty payment.
Chicago & North Western. Schedule 1-1-17. Monthly guarantee.	52. (a) Conductors and trainmen in unassigned and regular daily assigned service who are ready for duty the entire month, losing no time on their own account, will be allowed a minimum of three thousand (3,000) miles per month, which will include all service performed. All excess over this will be paid for at proportionate rates. Should a man lay off, above guarantee shall be reduced one hundred (100) miles for each day not ready for service.	Penalty payment.
Chicago, Peoria & St. Louis Schedule 10-9-17. Article 30. Clause "C," page 24.	When traffic becomes light and a request is made for a reduction in crews, it shall be made if crews are making less than three thousand (3,000) miles per month, such request shall be made through local or general chairman of the O. R. C. and B. R. T.	No penalty payment.
Chicago, Rock Island & Pacific..... Schedule 1-1-17. Article 26.	There will be no greater number of freight conductors retained in unassigned service than can be reasonably expected to make a minimum of 3,200 miles per month.	No penalty payment.
Chicago, St. Paul, Minneapolis & Omaha..... Schedule 1-1-18. Article III, Section 2.	Minimum monthly compensation of men in freight, helper and work service will be based on a mileage of twenty-six hundred (2,600) miles per month. If the mileage of a regular assigned freight conductor or brakeman in above service is less than twenty-six hundred (2,600) miles in any one month, and he has been ready for service, losing no time on his own account, full time for twenty-six hundred (2,600) miles will be allowed. This does not apply to men on extra list.	Penalty payment.
Copper Range R. R..... Schedule 7-1-14. Section 4.	Twenty-six days, 2,600 miles or less to constitute a month's work in all classes of train service, except first-class passenger service. Overtime to be paid at the same rate.	Penalty payment.

**RULES OF WAGE SCHEDULES RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

WESTERN TERRITORY

Railroad	Rules	Remarks
Denver & Rio Grande.... Schedule 7-1-08. Article 20.	When traffic becomes so light that freight crews in swing service do not earn approximately full time, crews will be reduced, commencing with the youngest.	No penalty payment.
Denver & Salt Lake..... Schedule 9-1-18. Section 22.	When traffic becomes so light that reasonable wages cannot be made, the number of crews will be reduced to such number as to permit those retained to make as nearly full time as the protection of the volume of business of the company will admit.	No penalty payment.
Duluth & Iron Range..... Schedule 5-1-11. Section 46.	When crews are not making an average of four thousand five hundred (4,500) miles per month, sufficient crews will be taken off so that the remaining crews will make an average of four thousand five hundred (4,500) miles per month.	No penalty payment.
Duluth, South Shore & Atlantic..... Schedule 9-26-17. Article II, Section 1.	Minimum monthly compensation of men in way freight or regular freight service will be based on mileage of twenty-six hundred (2,600) miles per month. If the mileage of regularly assigned freight conductors or brakemen in above service is less than twenty-six hundred (2,600) miles in any one month, and he has been ready for work, losing no time on his own account, full time for twenty-six hundred (2,600) miles will be allowed. Extra men will receive twenty-six hundred (2,600) miles per month, provided they report for work at 7 a. m., 12 noon and 5 p. m., or else have their conductors when they are tied up away from Marquette or Calumet, respectively, turn in time slips for them each p. m. on such days of which they have not been on duty. Extra crews will be paid one hundred (100) miles for every day they do not work and are ready for duty when away from home (Sundays and holidays excepted), irrespective of mileage in.	Penalty payment.
El Paso & Southwestern... Schedule 3-11-12. Article XXIII, Section 1.	It is agreed that in case of decrease in business a sufficient number of crews will be taken off so that the conductors who are left in service shall make approximately 3,500 miles per month, and brakemen proportionately, and as much more as they can with safety, and this amount 3,500 miles, will be paid for whether the time is made or not.	Penalty payment.
Fort Worth & Denver City. Schedule 1-1-17. Article 6, Section 5.	As near as possible the number of through freight crews on all divisions will be kept down to correspond with the volume of business, so that men may make not less than 100 miles each day in the month.	No penalty payment.
Galveston, Harrisburg & San Antonio..... Schedule 1-1-13. Article 3, Section 3.	There shall be no more chain gang crews assigned to a division than are necessary to handle the business with promptness and certainty. Crews will be allowed to make 3,000 miles or more; 3,000 miles will be paid for if not made.	Penalty payment.
Grand Trunk..... Schedule 11-1-17. Rule 27.	Trainmen employed in freight crews regularly set up will be paid for not less than 2,800 miles at through freight rates, in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior men. Crews regularly set up running only a part of a month will be credited pro rata with such mileage for each working day within the portion of the month so set up. This will not be construed to mean that 2,800 miles is a maximum mileage which trainmen will be permitted to make.	Penalty payment.
Great Northern..... Schedule 1-1-17. Paragraph 16.	(a) On branch runs where conductors are not required to run six days each week, conductors on such runs will receive not less than twenty-four hundred (2,400) miles per calendar month.	Penalty payment.
Gulf, Colorado & Santa Fe. Schedule 1-1-13. Article 22.	Whenever train crews in chain gang service are making less than 3,000 miles per month, crews will be reduced by the Superintendent or Trainmaster.	No penalty payment.
Houston & Texas Central.. Schedule 12-29-10. Rule V.	Chain gang crews will be allowed to make a sufficient number of trips to equal about 3,500 miles per month, if the conditions of the service will permit; 3,000 miles per month will be paid if not made.	Penalty payment.
Illinois Central..... Schedule 11-30-11. Paragraph 34.	The number of crews shall be kept down so that crews in irregular freight service may make not less than 3,300 miles per month.	No penalty payment.

**RULES OF WAGE SCHEDULES RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE
WESTERN TERRITORY**

Railroad	Rules	Remarks
Kansas City, Mexico & Orient..... Schedule 10-1-15. Article IV.	Crews will be allowed to make a sufficient number of trips to equal about 3,500 miles per month, if the conditions of the service will permit.	No penalty payment.
Midland Valley R. R..... Schedule 1-12-15. Article 63.	When traffic is so light on any district that crews are not making reasonable wages, the number assigned will be reduced so that those remaining may make 3,000 miles per month.	No penalty payment.
Minneapolis & St. Louis... Schedule 9-1-17. Article 41.	In case of surplus of trainmen the youngest in service shall be taken off. A surplus shall not be considered as existing while trainmen are making 2,800 miles per month.	No penalty payment.
Minneapolis, St. Paul & Sault Ste. Marie..... Schedule 1-1-17. Article VII, Section 13.	Main line freight crews will be reduced to enable them to make at least 3,000 miles per month. On branches, crews will be allowed to make a minimum of 2,600 miles per month.	No penalty payment.
Missouri, Kansas & Texas. Schedule 4-1-13. Article 42.	When traffic is so light on any district that crews are not making reasonable wages, the number assigned will be reduced so that those remaining in service can make approximately 3,300 miles per crew per month.	No penalty payment.
Missouri Pacific..... Schedule 1913. Article 41.	In dull seasons, when freight traffic on any portion of the road is so light that all freight crews in service are not able to make reasonable wages, crews shall be laid off, beginning with the junior man, until the crews in service on the freight districts of 150 miles and over are able to make reasonable wages or approximately 3,500 miles per month per crew, and on freight districts of less than 150 miles, 3,300 miles per crew per month, excluding overtime and arbitrary allowances.	No penalty payment.
Northern Pacific..... Schedule 1-1-17. Rule 28.	(b) Conductors in through freight service will be permitted to make at least 3,000 miles per month, exclusive of all other allowances (except road overtime) or be paid therefor.	Penalty payment.
Oregon Electric Ry..... Schedule 1-1-17. Rule 5.	Freight trainmen assigned to regular runs shall not be paid less than twenty-six hundred (2,600) miles per calendar month, four holidays per year excepted. It is understood in case of accident, washout, or other interruptions to train movement, guarantee will not apply.	Penalty payment.
Oregon-Washington Railroad & Navigation Co... Schedule 8-1-1908.	When traffic becomes so light that reasonable wages cannot be made, the number of crews will be reduced (beginning with youngest) until those left in service can make reasonable wages.	No penalty payment.
Quincy, Omaha & Kansas City..... Schedule 8-15-14 Rule 30.	When traffic becomes so light that pool crews cannot make 3,000 miles per month, the number will be reduced. This rule not to operate to prevent pool crews from making more than 3,000 miles per month.	No penalty payment.
St. Joseph & Grand Island Ry..... Schedule 8-1-13. Article 15.	Superintendents will allow trainmen, when business is heavy, to make anywhere from 3,500 to 4,500 miles per month, when they can do so safely; and in dull times, they will be allowed to make 3,000 miles per month; the idea being to give the older men an opportunity to make fair wages, as far as practicable, even in light business.	No penalty payment.
St. Louis, San Francisco... Schedule 4-1-12. Article 18, Section 1.	The number of crews in chain gang service will be regulated to correspond with the business and so that they can make the equivalent of 3,300 miles per month.	No penalty payment.
St. Louis Southwestern... Schedule 6-1-18. Article 45.	When freight traffic is so light that all regular conductors and brakemen in the service are not able to make 3,200 miles per month, not including overtime, a sufficient number of crews will be laid off, beginning with the caboose and crew assigned to the youngest conductor in through and irregular freight service, until those remaining can make the above mileage as nearly as practicable.	No penalty payment.
San Antonio & Aransas Pass..... Schedule 1-1-11. Article 41—Paragraph 2	Conductors and Brakemen in chain gang service will be allowed to earn, including over time, about \$132.00 and \$88.00 respectively, if the condition of the service will permit. A minimum of \$125.25 will be paid conductors and \$83.50 brakemen.	Penalty payment.

**RULES OF WAGE SCHEDULES RELATING TO GUARANTEED MONTHLY MILEAGE FOR CONDUCTORS
AND TRAINMEN IN THROUGH FREIGHT SERVICE**

WESTERN TERRITORY

Railroad	Rules	Remarks
Southern Pacific..... Schedule 12-29-10.	Through freight crews guaranteed from 2,430 to 3,600 per month.	Penalty payment.
Trinity & Brazos Valley... Schedule 1-1-17. Article IX—Section 2.	No more men will be employed in the service than necessary to do the work, and earn a reasonable monthly compensation. When train crews in through and irregular freight service are making less than 3,000 miles per month, crews will be reduced by the Superintendent or Trainmaster.	No penalty payment.
Union Pacific..... Schedule 8-1-11. Article 15.	Superintendents will allow trainmen, when business is heavy, to make anywhere from 3,500 to 4,500 miles per month, when they can do so safely; and in dull times, they should be allowed to make from 3,300 to 3,500 miles per month; the idea being to give the older men an opportunity to make fair wages, as far as practicable, even in light business.	No penalty payment.
Wabash Ry..... Schedule 8-16-17. Rule 3—Section 13.	When traffic becomes so light in any territory that the trainmen average less than 3,300 miles per month, the number of crews shall be reduced.	No penalty payment.
Western Pacific..... Schedule 5-1-11. Rule 27.	No more conductors or brakemen will be retained in the service than are necessary to handle the business with safety and dispatch. When traffic becomes so light that through freight crews do not make approximately 3,000 miles per month, crews will be reduced. Superintendent will give due consideration to representations on this subject when made by local chairmen of respective organizations.	No penalty payment.
Wichita Valley..... Schedule 10-1-15. Article 15.	As near as possible the number of chain gang crews on a division will be kept down to correspond to the volume of business, so that crews will make not less than 100 miles each day in the month.	No penalty payment.

The provisions of all the other schedules are not guarantees but simply for the regulation of crews in order that the pool men may be given an opportunity to make the stipulated amounts of money or mileage accruing under the individual rules. It has always been recognized that these latter provisions are not guarantees in any sense of the word. In connection with the proposed guarantee of 2,600 miles it should be borne in mind that the employees have the dual guarantee whenever they are required to perform service and that under such dual system of miles or hours in train service the men frequently receive more than one day's pay when they are required to perform service. These opportunities to make additional pay within the normal hours constituting the day, and guarantees, do not apply to other railroad employees who are generally paid for the actual hours worked when the full day's work is not provided. Also, in the event crews are held away from home terminals and not used within 16 hours from the time relieved on the inbound trip, they are automatically under pay, which insures them one day's pay or better in each 24 hour period, thus protecting them against any loss of pay through failure to utilize their service. Also, there are numerous schedule provisions permitting employees to claim time for rest beyond that provided by the law, which schedule provisions would be restrictions against the railroads using the men and obtaining the service equivalent to the guarantee requested.

In connection with the guarantee, consideration should also be given to the request that for service on Sundays and holidays they be paid a bonus of 50% above the regular rate. If the employee is at a terminal away from home on Sunday and is used, a penalty would be placed upon such service. If he is not used within 16 hours a penalty is placed upon the detention; if both penalties are to be avoided, it would be necessary to incur another penalty by dead-heading the man to his home station under pay. The schedules also contain provisions that crews in pool or unassigned freight service must be used in their turn, and therefore when it becomes necessary to dispatch a train, the railroads would be compelled to use a man on Sundays and holidays and pay the bonus payment requested. If there is no opportunity to use him and the penalty under the held-away-from-home-terminal rule is incurred, it would not be permissible under the proposal to apply such payment against the guarantee, as the guarantee is for 2,600 miles exclusive of overtime or any other payments. There would also be numerous other complications where men who, for instances, (1)—started a trip on Saturday night at 10 o'clock, completing the trip at 8.00 A. M. Sunday, or (2)—started a trip at 6 o'clock Sunday evening, completing the trip at 2 A. M. Monday. Several questions occur in this connection:

(a) Would the men receive time and one-half for all the straight time, including the hours on Saturday in the first instance, and the hours on Monday in the second instance?

(b) Also, in the first example, two hours overtime would accrue which would have to be paid under the present schedule at time and one-half. Under the proposal would the two hours of overtime which is now paid at time and one-half times the hourly rate have to be paid at time and one-half times one and one-half times the hourly rate?

(c) In another example, say a brakeman leaves at 8.00 A. M. on Sunday, released at home station 6.00 P. M. 100 miles run, 2 hours' overtime (10 hours on duty). Would all the time be paid at time and one-half, or would the overtime have to be paid at one and one-half times one and one-half?

The following examples are submitted to show the effect of the various proposals when service is performed on Sunday, using a run of 100 miles in through freight service, crew called for 8.00 A. M. and released at 6.00 P. M., total time on duty 10 hours, (100 miles and 2 hours' overtime).

TRAINMEN

(Trainmen's proposal requests time and one-half for Sundays)

	Allowed Miles	Mileage Rate	Mileage Earnings	Hours Overtime	Overtime Rate	Overtime Earnings	Total Earnings
Present.....	100	4.08c	\$4.08	2	\$0.765	\$1.53	\$ 5.61
Proposed.....	150	5.88	8.82	2	1.654	3.31	12.13

CONDUCTORS

(Conductors proposal requests that all members of train crew be paid alike)

Present.....	100	5.40c	\$ 5.40	2	\$1.0125	\$2.03	\$ 7.43
Proposed.....	150	7.65	11.475	2	2.1525	4.305	15.78

ENGINEERS

(Engineers' proposal does not request additional pay for Sundays)

Present.....	100	6.80c	\$6.80	2	\$1.275	\$2.55	\$ 9.35
Proposed.....	100	9.06	9.06	2	1.70	3.40	12.46

FIREMEN

(Firemen's proposal requests time and one-half for Sundays)

Present.....	100	4.96c	\$ 4.96	2	\$0.93	\$1.86	\$ 6.82
Proposed.....	150	6.80	10.20	2	1.9125	3.83	14.03

Under the examples the Trainmen would receive within 33 cents of the amount received by the Engineers. The Conductors would receive \$3.32 more than the Engineers and \$3.65 more than the Trainmen, but only \$1.75 more than the Firemen. The Firemen would receive \$1.57 more than the Engineers and within \$1.75 of the amount received by the Conductors. Between the proposed basic daily rates for 8 hours or 100 miles for Firemen and Trainmen (\$6.80 and \$5.88) there is a differential of 92 cents. Under the proposal for additional pay on Sundays the differential for 100 miles or 8 hours is increased to \$1.38 thereby distorting the normal differential that would exist for the same service on the other six days per week.

We feel that attention should also be called to the history of the local freight differentials. Under the proposed Article V it is requested that local freight flagmen and brakemen should receive a differential of 40 cents per 100 miles above the through freight rate. The underlying reason for local freight differentials as compared with through freight has been that this service was generally assigned, operating the calendar days of the month; through freight service has been generally operated in pools, under first in first out rules, and these men averaged not less than 100 miles per day or 3,000 miles per month. In view of their having had these opportunities for 4 days additional service as compared with the local freight, the rates for the local trains were fixed to insure their receiving as much for 26 days' service as the through freight men were paid for the equivalent of 30 days service. In addition, it is the exception for local freight crews to run 100 miles per day, so that there has not been the opportunity for their receiving the benefit of the dual bases of pay which the pool men enjoy. The local men being in assigned service 6 days, and with the penalty for using through freight men on Sundays and holidays, it would result in the local men being confined to the assigned service, giving a better opportunity for through freight service men increasing their earnings, thereby making it extremely hard to secure the more experienced men for local freight service. In addition, if there was justification for the local freight differential because of the difference in the opportunity to work, placing both classes on the same basis per month, the requested guarantee would appear to eliminate the justification for any differential which would create greater inequalities than now exist.

Under the wage orders of the Railroad Administration the wages of practically all employees were placed on the hourly or daily bases of pay. Prior to Federal control of the Railroads the monthly basis of pay was in effect for numerous classes of employees. Article IX-(a) of the proposal is a continuation of a corresponding Article in Supplement No. 25 and requires that all service which was on a monthly, daily or trip basis should be placed on a mileage basis. The guarantee in the last analysis is a monthly wage, and with the dual bases of pay, miles or hours, the employees in train service would have the advantage in making more than the monthly wage within the term of the month, which the former monthly rates of the other classes of employees did not permit.

By reference to Article X of Supplement No. 25 it will be found that numerous rules and practices are in effect under which train service employees receive pay in addition to the regular rates. In many instances the irregular work occurs within the limits of the day. Under the proposed guarantee none of such payments could be applied against it.

Notwithstanding the established basis of pay for these employees guaranteeing them miles or hours, the proposed guarantee would apply only to the mileage factor in their pay and prevent applying against the guarantee earnings resulting from the other factor, namely, hours. So long as the dual basis of pay is continued, even if a guarantee were in effect, it should give consideration to the entire basis of pay.

Proposed Article VIII—Held-Away-From-Home-Terminal:

"TRAINMEN IN POOL FREIGHT AND IN UNASSIGNED SERVICE HELD AT OTHER THAN HOME TERMINAL WILL BE PAID CONTINUOUS TIME FOR ALL TIME SO HELD AFTER THE EXPIRATION OF 16 HOURS FROM THE TIME RELIEVED FROM PREVIOUS DUTY, AT THE REGULAR RATE PER HOUR PAID THEM FOR THE LAST SERVICE PERFORMED. IF HELD 16 HOURS AFTER THE EXPIRATION OF THE FIRST 24 HOUR PERIOD, THEY WILL BE PAID CONTINUOUS TIME FOR THE NEXT SUCCEEDING EIGHT HOURS, OR UNTIL THE END OF THE 24 HOUR PERIOD, AND SIMILARLY FOR EACH 24 HOUR PERIOD THEREAFTER. SHOULD A TRAINMAN BE CALLED FOR DUTY AFTER PAY BEGINS, TIME WILL BE COMPUTED CONTINUOUSLY, PROVIDED THAT, IF OVERTIME ACCRUES ON THE TRIP, THAT PORTION OF THE OVERTIME DUE TO STARTING PAY AT THE EXPIRATION OF THE 16 HOUR PERIOD INSTEAD OF AT THE TIME ACTUALLY REQUIRED TO REPORT FOR DUTY SHALL BE PAID AT THE PRO-RATA RATE, IN ORDER THAT TIME AND ONE-HALF FOR OVERTIME WILL NOT BE SO APPLIED AS TO INCREASE THE RATES PAID FOR TIME GROWING OUT OF THE HELD-AWAY-FROM-HOME-TERMINAL RULES.

FOR THE PURPOSE OF APPLYING THIS RULE THE RAILROAD WILL DESIGNATE A HOME TERMINAL FOR EACH CREW IN POOL FREIGHT AND IN UNASSIGNED SERVICE."

In connection with this Article attention is called to the memorandum of the Director General, dated November 15th, in which he made the stipulation that "time and one-half for overtime is not to be so applied as to increase payments which will be made as result of any held-away-from-terminal rule." As illustrating the effect of this qualification we cite the following example:

Crew arrives at its away-from-home-terminal 12 midnight; 16 hours expires at 4 P. M.; crew required to report for duty at 6 P. M. for a run of 100 miles to the home terminal, arriving at the home terminal at 2 A. M. second day.

The crew was actually on duty 8 hours calculated from the time of reporting for duty (6.00 P. M.) but as under the held-away-from-home-terminal rule time begins at the expiration of 16 hours detention (4.00 P. M.) crew is paid for 10 hours, or one day—100 miles, and 2 hours overtime. As this overtime was due to the detention at the away-from-home-terminal, the stipulation of the Director General requires payment at the pro-rata and not the punitive rate.

Proposed Article IX—Monthly, Daily or Trip Basis:

“(a) ALL SERVICE PAID ON A MONTHLY, DAILY OR TRIP BASIS, SHALL BE ESTABLISHED UPON THE MILEAGE BASIS AND PAID THE MILEAGE RATES UNDER THE RULES PROVIDED HEREIN APPLICABLE TO THE CLASS OF SERVICE, EXCEPT THAT WHERE MONTHLY, DAILY OR TRIP RATES WERE HIGHER PRIOR TO THE ISSUANCE OF SUPPLEMENT No. 16, THAN THE MILEAGE RATES PROVIDED HEREIN, SUCH HIGHER RATES SHALL BE PRESERVED.

(b) IN BRANCH LINE SERVICE WHERE DIFFERENTIALS NOW EXIST IN EITHER RATES, OVERTIME BASES OR OTHER CONDITIONS OF SERVICE, THE MAIN LINE RATES SHALL BE APPLIED FOR THE CLASS OF SERVICE PERFORMED. MILES IN EXCESS OF THE MILEAGE CONSTITUTING A DAY WILL BE PAID PRO-RATA. HIGHER RATES EXISTING PRIOR TO THE ISSUANCE OF SUPPLEMENT No. 16 SHALL BE PRESERVED. THE PASSENGER OR FREIGHT OVERTIME BASES SHALL BE APPLIED ACCORDING TO THE RATE PAID. OTHER EXISTING CONDITIONS OF SERVICE SHALL NOT BE AFFECTED BY THE FOREGOING.”

The language of the first portion of this article reading “all service paid on a monthly, daily or trip basis shall be established upon the mileage basis and paid mileage rates under the rules provided herein applicable to the class of service” is a quotation of Article IX-(a) of Supplements Nos. 16 and 25. The language “Under the rules provided herein” as used in the Supplements refers to the rules of the Supplements while in the proposal it may be the intention to apply the rules of the proposal which in some cases are entirely different from the Supplement. The second portion does not appear in Paragraph (a) of Article IX of the Supplements, but conforms with other portions of the Supplements and also of Interpretations thereto. As to the railroads which were under Federal control and subject to the wage orders—the monthly, daily or trip bases were eliminated so that in that respect the Article would have no complications.

Article IX-(b) of Supplements Nos. 16 and 25 reads as follows:

“(b) IN BRANCH LINE SERVICE, WHERE DIFFERENTIALS NOW EXIST IN EITHER RATES, OVERTIME BASES OR OTHER CONDITIONS OF SERVICE, THE MAIN LINE RATES SHALL BE APPLIED FOR THE CLASS OF SERVICE PERFORMED. MILES IN EXCESS OF THE MILEAGE CONSTITUTING A DAY WILL BE PAID PRO-RATA. IF EXISTING RATES ARE HIGHER THAN THE REVISED MAIN LINE RATES, THEY SHALL BE PRESERVED, BUT THE EXCESS IN THE RATES OVER THE MAIN LINE RATE MAY BE APPLIED AGAINST OVERTIME. THE PASSENGER OR FREIGHT OVERTIME BASES SHALL BE APPLIED ACCORDING TO THE RATE PAID. OTHER EXISTING CONDITIONS OF SERVICE SHALL NOT BE AFFECTED BY THE FOREGOING.”

Attention is called to the vital differences in the proposal as compared with the corresponding Article of Supplements Nos. 16 and 25, as shown by the underscored portion which is omitted in the proposal. Certain branch lines received higher rates for the total service performed than the main line rates for a day of 100 miles; For illustration a conductor on a branch runs 110 miles for \$6.00, while \$5.40 for 100 miles was the rate on the main line, a difference of 60 cents for a total day's pay. Under Article IX-(b) of the Supplements, the \$5.40 rate was applied for 100 miles on the branch and for 110 miles, 110 times 5.4 cents. Under the proposal the \$6.00 rate would become the rate for 100 miles, or 6 cents per mile, and correspondingly the branch line guaranteed rate under the proposal would exceed the main line mileage rate.

In another case, a branch line conductor received \$6.00 for a nine hour day, while on main line the rate was \$5.40 for 100 miles or 8 hours. Under Article IX-(b) of the Supplement, the rate became \$5.40 for 8 hours and any overtime accruing thereafter was paid at one-eighth of the \$5.40 rate or \$.675 per hour. If one hour overtime accrued the branch employee would be paid \$5.40 plus \$1.01, or \$6.41, which exceeds the former rate of \$6.00. Under the proposal he would be paid \$6.00 for 8 hours with the hourly rate of one-eighth thereof, or \$.75, and overtime rate at time and one-half, or \$1.125, equalling \$7.125.

Elimination of Sections (c) and (d) of Supplement No. 25, Article IX, reading—

“(c) On other than Class I roads, independently operated, the rates of this order shall be applied for the classes of service performed, but no change is required in the miles, hours, or service for which the former rates compensated. Existing higher rates shall be preserved. This section does not apply to terminal and other roads where recognized standard rates and conditions are in effect.

(d) If this order in any case produces abnormally high earnings because of unavoidable long layovers, such cases may be referred back to the Director General for special disposition.”

Attention is called to our letter of April 16th, 1920, in which we notified the Board of the names of carriers which this Committee represents. There are numerous other classes of railroads, independently operated, which have diversified bases of pay, with diversified working conditions for the employees, as also traffic and operating conditions.

We know of no data showing the bases of pay and working conditions on these railroads other than those that were under Federal control and received the daily rates of the Supplements but which did not receive any of the bases for mileage and overtime.

We merely suggest that before any proper conclusion can be reached in this respect it would appear desirable that complete information be obtained concerning the bases of pay, overtime and other working conditions in effect on these railroads.

Proposed Article IX-(b):

"IN BRANCH LINE SERVICE WHERE DIFFERENTIALS NOW EXIST IN EITHER RATES, OVERTIME BASES OR OTHER CONDITIONS OF SERVICE, THE MAIN LINE RATES SHALL BE APPLIED FOR THE CLASS OF SERVICE PERFORMED. MILES IN EXCESS OF THE MILEAGE CONSTITUTING A DAY WILL BE PAID PRO-RATA. HIGHER RATES EXISTING PRIOR TO THE ISSUANCE OF SUPPLEMENT No. 16 SHALL BE PRESERVED. THE PASSENGER OR FREIGHT OVERTIME BASES SHALL BE APPLIED ACCORDING TO THE RATE PAID. OTHER EXISTING CONDITIONS OF SERVICE SHALL NOT BE AFFECTED BY THE FOREGOING."

Attention is called to the difference between the rule requested by the Brotherhood of Railroad Trainmen, and that requested by the Firemen. Under the Trainmen's proposal the conditions of service on the branches, excepting as to the rates which have been previously explained, are not to be changed, while under the Firemen's proposal main line conditions are to be extended to the branch lines. We feel that it is apparent that the character of service on the branch lines must necessarily be entirely different from that on the main lines. The volume of service required does not justify segregating it as between the several classes of service such as passenger, through freight, local freight and switching. The result is that on all light branch lines the crews thereon perform all the service required. Under the Trainmen's proposal this would be continued, but under the Firemen's proposition very serious restrictions on the character of work permissible, as well as pronounced additions to the payments for the service performed, would result. Further comments will be made in connection with the Firemen's proposed rule, Article IX-(a). Attention is also called to the statement by the representative of the Conductors that the rules for all members of the train crew shall be alike. In this instance conflicting rules are requested.

On page 2276 of the minutes we referred to statement showing employees and their Compensation for month of January, 1920, stating that copies of the statement had been requested and would be furnished the Board as soon as received. This statement was received this morning and we will now file copy with your Board, and also give Mr. Doak a copy.

COMPILED BY
MAINTENANCE ACCOUNTS SECTION
OFFICE OF COMPTROLLER
WASHINGTON, D. C.
APRIL 12, 1920

UNITED STATES RAILROAD ADMINISTRATION
Director General of Railroads
EMPLOYEES AND THEIR COMPENSATION
Month of January, 1920, compared with same month of previous year

SUMMARY O. S. 9A
1 PAGE ONLY

CLASS OF EMPLOYEE	NUMBER OF EMPLOYEES		HOURS WORKED		DAYS WORKED		COMPENSATION 1920		
	This Year	Last Year	This Year	Last Year	This Year	Last Year	Amount	Per Hour	Per Day
1 and 2. General Officers.....	7,534	7,177			210,417	196,687	\$ 2,707,549		\$12.87
3 and 4. Division Officers.....	12,905	12,208			381,999	364,064	3,214,476		8.41
5 and 6. Clerks.....	228,164	215,885	49,217,047	48,296,142			26,818,064	\$.545	
7. Messengers and Attendants.....	10,620	9,893			295,378	278,932	786,260		2.66
8. Assistant Engineers and Draftsmen.....	10,024	10,817			267,988	291,335	1,551,249		5.79
9. Maintenance of Way and Structural Foreman (excluding Nos. 10 and 26)	8,048	8,043			222,351	231,546	1,282,998		5.77
10. Section Foremen.....	40,822	40,513			1,155,058	1,169,638	4,699,419		4.07
11. General Foremen—Maintenance Equipment Department.....	1,806	1,735			53,912	52,466	457,937		8.49
12. Gang and Other Foreman—Maintenance Equipment Department.....	25,019	21,879			714,726	628,140	5,042,724		7.06
13. Machinists.....	64,568	55,213	15,064,548	12,732,455			10,957,147	727	
14. Boiler Makers.....	20,172	17,304	4,664,925	4,131,705			3,577,120	767	
15. Blacksmiths.....	10,707	9,910	2,287,786	2,071,142			1,713,294	749	
16. Masons and Bricklayers.....	1,064	1,285	207,037	252,710			127,573	616	
17. Structural Iron Workers.....	564	758	113,574	114,019			78,120	688	
18. Carpenters.....	52,196	56,423	10,720,783	11,961,688			6,787,378	633	
19. Painters and Upholsters.....	12,079	11,000	2,453,707	2,253,240			1,667,866	680	
20. Electricians.....	14,213	12,820			389,915	356,467	2,300,990		5.90
21. Air-Brakemen.....	8,151	7,074	1,838,944	1,600,470			1,321,686	719	
22. Car Inspectors.....	25,750	24,896	6,260,066	6,347,785			4,509,010	720	
23. Car Repairers.....	89,712	82,570	18,808,257	18,353,187			13,095,156	696	
24. Other Skilled Laborers.....	58,931	57,787	13,052,074	13,194,075			9,126,231	699	
25. Mechanics' Helpers and Apprentices.....	128,296	109,748	28,560,927	24,999,820			14,479,174	507	
26. Section Men.....	250,003	254,306	52,807,378	57,900,647			20,007,165	379	
27. Other Unskilled Laborers.....	120,717	125,797	25,995,728	29,841,224			11,258,807	433	
28. Foremen of Construction Gangs and Work Trains.....	1,542	2,209	354,270	494,505			211,595	.597	
29. Other Men in Construction Gangs and Work Trains.....	20,133	30,987	4,632,479	6,581,133			1,899,240	.410	
30. Traveling Agents and Solicitors.....	1,269	1,181			34,078	32,148	226,963		6.66
31. Employees in Outside Agencies.....	847	927			21,482	24,496	123,431		5.75
32. Other Traffic Employees.....	489	442			12,880	11,777	84,927		6.59
33. Train Dispatchers and Directors.....	5,809	5,501	1,348,066	1,346,879			1,343,664	.997	
34. Telegraphers, Telephoners and Block Operators.....	21,550	21,638	5,135,728	5,192,710			2,903,740	.565	
35. Telegraphers and Telephoners Operating Interlockers.....	8,015	7,880	1,918,757	1,855,840			1,120,311	.584	
36. Levermen (Nontelegraphers).....	3,711	4,086	890,370	997,197			472,169	.530	
37. Telegraphers—Clerks.....	12,130	11,520	2,891,537	2,825,747			1,609,623	.557	
38. Agent—Telegraphers.....	19,353	19,204	4,722,294	5,099,312			2,753,932	.583	
39. Station Agents (Nontelegraphers).....	13,774	14,349			397,418	427,634	1,999,856		5.03
40. Station Masters and Assistants.....	656	618			19,579	18,415	104,866		5.36
41. Station Service Employees (except Nos. 5, 6, 37, 38, 39, 40 and 66).....	118,587	102,835	26,654,250	24,895,551			11,434,144	.429	
42. Yardmasters.....	4,001	4,069			121,766	122,990	974,907		8.01
43. Yardmasters' Assistants (not Yard Clerks).....	3,468	3,481			103,656	104,122	735,388		7.09
44. Yard Engineers and Motormen.....	22,093	20,137	5,671,853	4,946,452			4,325,302	.763	
45. Yard Firemen and Helpers.....	22,338	20,646	5,659,336	4,944,829			3,186,985	.563	
46. Yard Conductors (or Foremen).....	21,663	19,891	5,444,330	4,799,080			3,764,583	.691	
47. Yard Brakemen (Switchmen or Helpers).....	54,209	51,803	13,045,695	11,795,650			8,455,391	.648	
48. Yard Switch Tenders.....	6,328	5,570	1,522,916	1,519,439			780,948	.513	
49. Other Yard Employees.....	4,974	4,789	1,215,134	1,217,660			497,918	.410	
50. Hostlers.....	11,847	10,119	3,024,521	3,215,953			1,728,821	.572	
51. Enginehouse-men.....	76,711	72,813	19,523,093	21,931,479			8,494,047	.435	
52. Road Freight Engineers and Motormen.....	33,635	32,621	8,865,881	7,906,751			8,756,161	.988	
53. Road Freight Firemen and Helpers.....	35,924	34,978	8,946,416	7,986,382			6,490,723	.726	
54. Road Freight Conductors.....	27,736	25,720	7,578,646	6,636,551			6,157,946	.813	
55. Road Freight Brakemen and Flagmen.....	67,737	63,888	18,023,540	15,967,390			11,285,071	.626	
56. Road Passenger Engineers and Motormen.....	12,651	11,943	2,785,793	2,695,654			3,298,216	1.184	
57. Road Passenger Firemen and Helpers.....	12,335	11,725	2,671,047	2,601,296			2,345,032	.878	
58. Road Passenger Conductors.....	10,516	10,031	2,463,415	2,329,838			2,392,411	.971	
59. Road Passenger Baggage-men.....	5,522	5,213	1,330,108	1,270,023			902,931	.679	
60. Road Passenger Brakemen and Flagmen.....	15,354	14,219	3,475,861	3,245,673			2,323,307	.668	
61. Other Road Train Employees.....	3,691	3,470	862,001	831,211			464,326	.539	
62. Crossing Flagmen and Gatemen.....	22,741	21,692			677,942	675,548	1,791,671		2.64
63. Drawbridge Operators.....	1,550	1,516			46,010	45,825	150,898		3.28
64. Floating Equipment Employees.....	9,324	7,860	2,450,297	2,241,233			1,374,774	.561	
65. Express Service Employees.....									
66. Policemen and Watchmen.....	11,771	10,855			357,649	330,165	1,424,804		3.98
67. Other Transportation Employees.....	5,833	5,449			164,752	162,000	637,735		3.87
68. All Other Employees.....	19,684	18,119			561,012	532,977	1,694,243		3.02
69. Totals.....	1,953,571	1,871,035	395,160,415	391,421,727	6,209,968	6,057,372	\$258,290,393	\$.573	\$5.15

Miles of Road Operated.....	1920
New England District.....	8,134
Central District.....	22,524
Ohio-Indiana District.....	6,949
Eastern Region.....	37,607
Allegheny Region.....	19,512
Poconos Region.....	5,244
Southern Region.....	38,465
Northwestern Region.....	47,523
Central Western Region.....	51,978
Southwestern Region.....	31,685
Grand Total, All Regions....	232,014

Count of Employees taken as of January 16, 1920, and January 16, 1919, in accordance with I. C. C. rules.

Average per day and per hour shown opposite Class 69, "Totals," are for those classes only whose time is reported by days and by hours, respectively.

Back pay and hours or days relating to back pay eliminated from January, 1920, figures.

Proposed Article X—Arbitraries and Special Allowances:

"THE SAME RATES SHALL APPLY TO ALL ARBITRARIES AND SPECIAL ALLOWANCES AS ARE APPLICABLE TO THE SERVICE OF WHICH THEY ARE A PART OR UPON WHICH THEY ARE BASED, OR IF NOT RELATED TO ANY PARTICULAR CLASS OF SERVICE, THE INCREASE APPLICABLE TO THROUGH FREIGHT SERVICE SHALL APPLY, EXCEPT THAT IN NO CASE SHALL THEY EXCEED THE PRO-RATA RATE OF THE SERVICE UPON WHICH THE INCREASE IS BASED. THE MINIMUM TIME OR MILEAGE ALLOWANCES SHALL REMAIN IN EFFECT."

The proposed rule is the same as a rule which was incorporated in Supplements Nos. 15 and 16 under which the rates were increased, and provided the measure for increasing rates for special provisions. Similar rule was not incorporated in Supplements Nos. 24 and 25 because under these Supplements no changes were made in the rates. If any changes are to be made in the rates as a result of the pending requests, a similar rule would appear to be necessary.

On page 80 of the minutes of April 20th, the representative of the Brotherhood of Railroad Trainmen, made the following statement:

"This Article is carried in the request for the purpose of providing a method of applying increases to such arbitraries and special allowances as are continued and not absorbed by the issuance of Supplement No. 25 to General Order No. 27, which, in substance, eliminated a great many of the arbitraries and special allowances, but certain other arbitraries and special allowances are continued. Therefore, this only provides a method whereby such rates will be increased in conformity with the provisions of the award dealing with the question of rates of pay.

"Now a good many of these arbitraries, when time and one-half was granted to road freight men, were eliminated, but there are still a few of them, and in order for those to carry the proper increases, we have carried this provision officially as set forth in Article X."

Article X of Supplement No. 25 sets forth the conditions under which the various arbitraries and special allowances were eliminated, modified or retained, and provides examples illustrating the application of the several provisions. In order that misunderstandings may be avoided it is extremely important that in any order that may be issued as a result of the present requests, should continue Article X intact, otherwise numerous controversies would result as to the status of former arbitraries and special allowances. From the statement of the representative of the Trainmen it appears that there is no intent to change the provisions of Article X of Supplement No. 25. That being the case we feel that any order should show the situation affirmatively and not permit it to be left to inference.

Proposed Article XI—Beginning and Ending of Day:

"(a) IN ALL CLASSES OF SERVICE TRAINMEN'S TIME WILL COMMENCE AT THE TIME THEY ARE REQUIRED TO REPORT FOR DUTY, AND SHALL CONTINUE UNTIL THE TIME THEY ARE RELIEVED FROM DUTY."

The rule proposed is the same as the first sentence of Paragraph (a), Article XI, Supplement No. 25. The underscored portion of paragraph (a) Article XI, Supplement No. 25 (which paragraph reads as follows), is omitted:

"(a) In all classes of service other than passenger, trainmen's time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty. All advance-call time rules are superseded, and the management may designate the time for reporting for duty."

In explaining the reason for the omission the statement is made that the subject matter contained in that sentence was disposed of by the issuance of Supplement No. 25 and that, therefore, there is no necessity for continuing it.

Whenever the language of a rule is changed it gives rise to questions as to changing the intent and if it is the intent to continue former rules in the interest of keeping down controversies it is very desirable that no change be made therein. If the sentence were to be omitted it would give rise to claims for the restoration of former rules, and as it is admitted that no change is desired, it appears to be extremely desirable that the language of the former rule should be continued.

While we have no authority to speak for railroads not represented by the Managers' Committee, we wish to call attention to Article XXII under which it is requested that any order issued by the Railroad Labor Board should be extended to all railroads under its jurisdiction. There are many railroads which were not subject to Supplement No. 25 and if the provisions of Supplement No. 25 are to be applied thereto, the propriety of making no change in such rules will be apparent.

Proposed Article XII—Deadheading:

"(a) TRAINMEN DEADHEADING WILL BE PAID THE SAME RATES AND UNDER THE SAME SERVICE CONDITIONS AS TO MILEAGE AND OVERTIME AS ARE APPLICABLE TO THE CLASS OF SERVICE ON ACCOUNT OF WHICH DEADHEADING IS PERFORMED.

(b) WHERE COMBINED DEADHEAD AND ROAD SERVICE IS CALLED AS CONTINUOUS, MILES MADE OR TIME OCCUPIED IN BOTH SERVICES SHALL BE COMPUTED JOINTLY IN DETERMINING THE MINIMUM TRIP OR DAY'S ALLOWANCE FOR TRAINMEN."

In connection with the request of the Trainmen we think that attention should be called to Article XI of the proposals of the Firemen, which proposals are entirely different, and are as follows:

"(a) Firemen helpers, hostlers and hostler helpers deadheading under orders will be paid the rate and under the rules applicable to firemen or helpers employed on the train on which they are deadheading, for the distance traveled; if not used within four (4) hours after arriving at destination, they shall receive at least a minimum day.

(b) When used in other service after deadheading a new day begins. No other work or service shall be combined with deadhead service."

Also the request of the Conductors that uniform rules should be applied to all members of the train crew.

In connection with the demands of the Trainmen, presented in July, 1919, the Board of Railroad Wages and Working Conditions in their report to the Director General included a compilation of deadheading rules. We have no copy of the compilation, but your Board is in possession of all the files of the Board of Railroad Wages and Working Conditions, where it should be available. An analysis of this compilation shows great variations in the methods or bases for payment. To cover each variation it would almost be necessary to itemize the rules, but the following general summary will illustrate the varying provisions:

	Number of Roads		
	East	South	West
1. Paid the same for deadheading as for regular service under prescribed limitations.....	2	0	0
2. Paid one-half rate for deadheading on passenger and full rate for deadheading on freight trains.....	24	19	18
3. Freight crews paid full freight rates for deadheading on passenger trains when cabooses are deadheaded ahead or following them.....	0	18	0
4. Paid full time for deadheading.....	1	0	5
5. Paid full time for deadheading but not allowed any overtime.....	0	0	7
6. When deadheading on freight trains paid overtime same as crew with which deadheaded but time ceases on arrival at terminal.....	2	0	0
7. Paid same as trainmen in charge of train on which deadheaded.....	0	2	1 (Passenger Conductors)
8. Paid flat rate per mile with a minimum and maximum of 100 miles.....	2	0	0
9. Paid full rate for class of service for which deadheaded.....	3	0	0
10. Paid half pay for deadheading.....	1	2	0
11. Paid 100 miles for each calendar day deadheaded under Company orders....	0	0	2
12. Roads that do not pay any overtime to men deadheading.....	0	0	12
13. Roads that have miscellaneous deadhead rules varying from the principal practices as shown above.....	1	1	18
14. Roads having no specific deadhead rule in schedule.....	3	0	0
15. Total roads having deadhead rules.....	39	25	52

It may be that the roads included in group 4 are paid the same as the proposed rules, but the rules do not disclose whether they get miles deadheaded in excess of 100, or overtime. The rules simply provide for the allowance of full time. Roads in group 9 allow full rate but do not allow overtime.

Deadheading rules have been included in two arbitrations. In the Eastern Conductors and Trainmen's Arbitration the request was denied.

In the Western Engineers' and Firemen's Arbitration, the request was for the same rate and conditions as the engine-men operating the train on which deadheading. The Board awarded the following rule:

"Deadheading on Company's business on passenger trains will be paid for the actual mileage at 4.3 cents per mile for Engineers, and 2.5 cents per mile for Firemen, and for deadheading on other trains at 4.75 cents per mile for Engineers and 2.75 cents per mile for Firemen; provided, that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within twenty-four (24) hours from time called to deadhead. Deadheading resulting from the exercise of seniority rights will not be paid for."

This clearly recognizes the difference between deadheading and performing service. A man deadheading performs no service and has no responsibility and the merits of the case do not justify paying the same compensation as for service. The Interstate Commerce Commission in its rulings under the Hours of Service Law hold that time consumed in deadheading is not to be included in the time on duty. Their ruling No. 74, dated May 5, 1908, follows:

"Employees deadheading on passenger trains or on freight trains and not required to perform, and not held responsible for the performance of, any service or duty in connection with the movement of the train upon which they are deadheading, are not while so deadheading "on duty" as that phrase is used in the act regulating the hours of labor."

As to Section (b) fifteen (15) roads in the East, and the same number in the West, and three (3) in the South, have rules providing for the combination of deadheading and service. The other roads have definite provisions that deadhead time will be computed independently of service.

With the overtime on the pro-rata basis the incentive from the employees' standpoint has been to treat deadheading and service separately, so as to preserve the minimum day for performing any service; but with overtime on a punitive basis, earnings in the majority of cases would be greater by combining deadheading and service.

An examination of these rules will show that by far the greater proportion prohibit the combining of deadheading and service. There are a few provisions for the combination of deadheading and service under prescribed restrictions. For example—A crew deadheading out 25 to 30 miles to bring in a train tied up under the law, or a similar situation, a combination of deadhead and service time by agreement, is permissible.

From an examination of the schedules it appears that the rule awarded in the Western Arbitration covering Engineers and Firemen has a greater application than perhaps any other rule. It compensates for the actual mileage of the dead-head trips at the minimum rates, and considering the diversified conditions under which deadheading is performed, is a fair and equitable rule. Any change in the minimum rates would of course correspondingly affect the rates specified.

Proposed Article XIII—Rates of Pay—Yard Service:

<u>"(a) DENVER DIFFERENTIAL TERRITORY.</u>		<u>ALL OTHER TERRITORIES.</u>	
Foremen.....	\$7.40	Foremen.....	\$7.20
Helper.....	7.10	Helper.....	6.90
Switchtender.....	5.90	Switchtender.....	5.90

The Switchmen's Union presents the following:

(a) Foreman, day.....	\$7.50	Helper, day.....	\$7.00
Foreman, night.....	8.00	Helper, night.....	7.50

(b) All Switchtenders shall receive not less than helpers' rates.

(c) All Switchmen receiving the Denver differential or higher rate will receive the same percentage of increases.

(b) EXCEPT ON RAILROADS WHERE OTHER SATISFACTORY ARRANGEMENT EXISTS, YARDMEN DISABLED IN THE SERVICE SHALL BE GIVEN PREFERENCE IN FILLING VACANCIES IN POSITIONS OF SWITCHTENDERS IN YARDS AND SWITCHING DISTRICTS.

(c) ON ROADS WHERE SWITCHTENDERS NOW RECEIVE FOREMEN'S OR HELPERS' RATE SUCH RATE SHALL BE CONTINUED.

(d) ASSISTANT YARDMASTERS SHALL RECEIVE A RATE OF PAY OF NOT LESS THAN FIVE (5) CENTS PER HOUR ABOVE THE FOREMAN'S HOURLY RATE. YARDMASTERS SHALL RECEIVE A RATE OF NOT LESS THAN FIVE (5) CENTS PER HOUR ABOVE THE ASSISTANT YARDMASTER'S HOURLY RATE."

Prior to Federal Control, with slight exceptions, different rates of pay were in effect, based on the classification of yards and also for day and night service. East of the Rocky Mountains the following rates were generally in effect for a ten hour day:

CLASS	DAY				NIGHT			
	CONDUCTORS		BRAKEMEN		CONDUCTORS		BRAKEMEN	
	1910	General Order No. 27	1910	General Order No. 27	1910	General Order No. 27	1910	General Order No. 27
1	\$3.80	\$5.03	\$3.50	\$4.77	\$4.00	\$5.20	\$3.70	\$4.94
2	3.70	4.94	3.40	4.70	3.90	5.11	3.60	4.85
3	3.60	4.85	3.30	4.60	3.80	5.03	3.50	4.77

Under the Adamson Law settlement the 1910 rates became the rates for 8 hours with hourly rates for overtime as shown in the following table:

CLASS	DAY				NIGHT			
	CONDUCTORS		BRAKEMEN		CONDUCTORS		BRAKEMEN	
	1910	General Order No. 27	1910	General Order No. 27	1910	General Order No. 27	1910	General Order No. 27
1	47.50c	63.00c	43.75c	59.75c	50.00c	65.00c	46.25c	61.75c
2	46.25	61.75	42.50	58.75	48.75	64.00	45.00	60.75
3	45.00	60.75	41.25	57.50	47.50	63.00	43.75	59.75

(Note.—Under Supplement No. 16, effective January 1, 1919, overtime in yard service is paid at time and one-half).

These classifications, with some changes in the rates, were generally in effect since 1910. Prior to 1913 some four groups of yards were in effect and the Arbitrators in the arbitration between the Eastern Railroads and Order of Railway Conductors and Brotherhood of Railroad Trainmen, dated November 10, 1913, awarded one cent per hour increase but not to exceed the rates for first class yards. There were also numerous other classifications which it has not been considered necessary to show in detail. The relation between yards and brakemen and conductors was disturbed by General Order No. 27. The elimination of the classification of yards, and the day and night differential was brought about by order of the United States Railroad Administration, known as Supplement No. 16, effective January 1, 1919, since which time uniform rates are paid for day and night service in all yards in the United States east of the Rocky Mountains on railroads under Federal control. Prior to Federal control, for a great many years, the Railroad Managements recognized the additional hazards of conductors and brakemen in night yard service over daylight service. We believe that the employees also recognized the additional hazards of night work. On account of Supplement No. 16 destroying this differential, and the application of seniority rules, the older and more experienced employees are claiming the daylight work, making it necessary to have the night service performed by junior or less experienced employees regardless of the character and responsibility of the work to be performed. It is felt that this has been a serious obstacle to efficient service and it is believed that if a proper differential were provided for ground crews during the night hours, it would enable the railroads to obtain the services of the more experienced and better qualified employees for the night service.

Since the adoption of the Eight Hour day where yards are operated continuously during the 24-hour period, three shifts are provided, beginning between 6.30 and 8 A. M., 2.30 and 4. P. M., and 10.30 P. M. and midnight. If differentials were to be provided for service during the night hours, as compared with service during the daylight hours, it would be necessary to provide when the night rates would be applied. This question arose in connection with the Switchmen's Union arbitration held in December, 1916, and the Arbitrators in that case made the following award:

"Switching crews shall be paid at day rates for time worked between 6 A. M. and 6 P. M., and at night rates for time worked between 6 P. M. and 6 A. M."

If a similar order were rendered it would solve any questions as to the rate applicable to day and night service.

While but three classes of yards for purposes of pay, based on the character and varying conditions of service, have been in effect, as stated since approximately 1910, prior to that time there were very many more yard classifications. The question of classification of yards would appear to come within the provisions of Section 307, Article (d), Items 2, 3, 4, 5 and 7. In the larger centers there appears to be no question that the cost of living is a greater element in the situation than in the smaller centers and under that provision of the law there would appear to be justification for differentiating as between them.

In the larger centers hazards of employment are increased and due to the extensive territory over which yardmen have to perform service, in many cases operating over rails other than those of the home railroad, necessitating knowledge of operating conditions on the foreign railroads—familiarity with signals and topographical and geographical conditions. These conditions also come within Items 4 and 5—Training and Skill Required, and Degree of Responsibility. Item 7 appears also to be directly involved in that the yardmen did not receive equal money increases, as indicated below:

CLASS OF YARD	NIGHT FOREMEN			DAY FOREMEN		
	1915	1919	Increase	1915	1919	Increase
1st.....	\$4.00	\$5.33	\$1.33	\$3.80	\$5.33	\$1.53
2nd.....	3.90	5.33	1.43	3.70	5.33	1.63
3rd.....	3.80	5.33	1.53	3.60	5.33	1.73

The following table shows the brakemen's rates:

CLASS OF YARD	NIGHT			DAY		
	1915	1919	Increase	1915	1919	Increase
1st.....	\$3.70	\$5.00	\$1.30	\$3.50	\$5.00	\$1.50
2nd.....	3.60	5.00	1.40	3.40	5.00	1.60
3rd.....	3.50	5.00	1.50	3.30	5.00	1.70

In considering the situation with reference to the yard men, we are confronted with the fact that since January 1, 1919 uniform rates have been paid throughout the United States in all yards on railroads under Federal control east of the Rocky Mountains. We feel that it must be recognized that in the larger centers where the employees feel the effects of the cost of living; the rates paid by outside industries (notwithstanding there may be no similarity whatever in the service performed) and the fact that they have in all previous years received higher rates of pay than similar employees in the smaller

centers, has made the solution of the question most difficult. We feel that the differentials between the Conductors and Brakemen are not great enough to obtain the service of experienced men for fulfilling the duties of conductor, there not being sufficient difference between the brakemen's and conductors' rates to be an incentive for the brakemen assuming the additional responsibility. We therefore feel that the differential ought to be increased. We also feel that there is no justification for granting the same amount of increases in all yards throughout the United States, but if the Board can see its way clear to re-establish the classification of yards and differentials between day and night service, it will very materially simplify their problem and enable them to more nearly give weight to the elements described in Section 307 of the Transportation Act of 1920, and also materially contribute to the encouragement of the employees in the larger centers and correspondingly contribute to the efficiency of operation.

Prior to Federal control Switchtenders were generally on the monthly basis of pay, receiving from \$45.00 to \$65.00 per month for 12 hours' service per day.

The following table shows rates paid to Switchtenders as of December 31, 1917; after the application of General Order No. 27, and after the application of Supplement No. 16, together with rates requested by the Brotherhood of Railroad Trainmen and by the Switchmen's Union.

RATES OF PAY						REQUESTED RATES			
December 31, 1917		General Order No. 27		Supplement No. 16		TRAINMEN		SWITCHMEN'S UNION	
Rates	Hours per Day	Rates	Hours per Day	Rates	Hours per Day	Rates	Hours per Day	Rates	Hours per Day
\$45.00 to 65.00	12	\$65.00 to 91.65	12	\$4.00	8	\$5.90	8	\$7.00 day 7.50 night	8

These positions were generally filled by men who were incapacitated from performing their usual duties, such positions being given to disabled employees, whether in road or yard service, or engineers or trainmen, such employees being fully competent to perform the duties of switchtenders considering the responsibilities and skill required, which in no wise make such positions comparable with other classes of yard employees, or their former duties. A large number of schedules contain provisions that efforts will be made to provide positions for disabled employees, suitable to their capacity. Switchtenders under the present wage orders are receiving \$4.00 per day for 8 hours with time and one-half after 8 hours. They have received increases far in excess of other classes of train or yard service employees and considering the character of work performed and the further fact that the positions are being filled by men incapacitated for other duties, indicates that they have already received very liberal treatment.

Proposed Article XIII, Paragraph (d) reads as follows:

"Assistant Yardmasters shall receive a rate of pay of not less than five (5) cents per hour above the foreman's hourly rate. Yardmasters shall receive a rate of not less than five (5) cents per hour above the Assistant Yardmaster's hourly rate."

In connection with this Article the following appears in the minutes of April 20th, page 86:

"The organization contends that they have the unquestioned and undisputed right to legislate for Yardmasters and Assistant Yardmasters in accordance with rulings of the Interstate Commerce Commission when it designated Yardmasters and Assistant Yardmasters as subordinate officials."

The ruling referred to is dated March 23, 1920, and reads as follows:

Paragraph 5, Section 300, Transportation Act of 1920, provides:

"The term 'subordinate official' includes officials of carriers of such class or rank as the Commission shall designate by regulation formulated and issued after such notice and hearing as the Commission may prescribe, to the carriers, and employees and subordinate officials of carriers, and organizations thereof, directly to be affected by such regulations."

Public hearings having been held on March 15th, 1920, for the purpose of determining what classes of officials of carriers shall be included within the term "subordinate officials" as that term is used in Section 300 to 313, both inclusive, of said Transportation Act of 1920, the Commission prescribes that the term "subordinate official" as used in such portion of such Act shall include the following:

"YARDMASTERS.—This class shall include Yardmasters and Assistant Yardmasters who are not vested with authority to employ, discipline or dismiss employees. It does not include General Yardmasters at large and important switching centers where of necessity such General Yardmaster is vested with responsibilities and authority that stamps him as an official."

We are unable to see where the order of the Interstate Commerce Commission confers any jurisdiction upon any Labor Organization to represent subordinate officials. On the contrary it is our understanding that the order of the Commission referred to carries out the apparent intent of the Transportation Act of 1920 in regard to differentiating between classes of employees who may be represented by labor Organizations and "subordinate officials" for whom separate and distinct provisions appear in the law. The statement is also made that the Railroad Administration followed the plan of regulating the pay of Assistant Yardmasters and Yardmasters on the basis of 5 cents per hour above the men they supervise. The Railroad Administration have issued instructions that Assistant Yardmasters, Yardmasters and General Yardmasters were in the official class, not subject to any wage orders, and that the Federal Managers with the approval of the Regional Directors were authorized to fix their rates of pay, which was done in all cases. It is our understanding that the Railroad Administration had no dealings with any organization whether representing the employees or of the yardmasters themselves with reference to fixing their rates of pay, the Railroad Administration having clearly recognized the necessity for differentiating between employees and supervisory officials, as the recognition of the authority of the officials over the employees, and control over the manner in which they performed their duties, regulation of overtime, etc., was absolutely essential.

PROPOSED ARTICLE XIV:

"EIGHT HOURS OR LESS SHALL CONSTITUTE A DAY'S WORK."

No Comments.

PROPOSED ARTICLE XV:

"ALL TIME WORKED IN EXCESS OF EIGHT HOURS WITHIN ANY TWENTY-FOUR HOUR PERIOD, SHALL BE PAID FOR AT TIME AND ONE-HALF TIMES THE HOURLY RATE."

While the statement was made by representatives of the Trainmen that "this is the same as now in effect" attention is called to the provisions of Article XIV of Supplement No. 25, as follows:

"Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used (any rule to the contrary to be changed accordingly), all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis."

It will be noted that there are very material qualifications in the existing rule to the payment for all time in excess of 8 hours in a 24-hour period as overtime. We feel that the rule as it appears in Supplement No. 25 is in itself very restrictive and can see no justification for still further restrictions.

PROPOSED ARTICLE XVI—GUARANTEE:

"YARDMEN WHOSE SENIORITY GENERALLY ENTITLES THEM TO REGULAR WORK OR ASSIGNMENT, AND WHO DO NOT LAY OFF OF THEIR OWN ACCORD SHALL BE GUARANTEED NOT LESS THAN 26 DAYS PER MONTH (THIS NOT TO APPLY TO EXTRA MEN)."

This article seems to us vague as to the men who are to be included, as we are unable to visualize to our minds the meaning of the phrase—"Yardmen whose seniority generally entitles them to regular work or assignment." No monthly guarantee exists for yardmen as these men are daily workers. We have no knowledge of any other classes of daily employees outside of train service who have monthly guarantees. We also desire to call attention to the fact that it is an unusual provision for hourly workers to have a daily guarantee, which these men now enjoy.

In connection with this Guarantee article we would call your attention to existing Article XVII-(b) which prevents the changing of assigned starting time without at least 48 hours advance notice, which would prevent the changing of the hours to provide work for making up the guarantee in the event work should suddenly drop off at any point. The proposed additional provision that assignments may not be discontinued without 48 hours advance notice (see revised XVII-(b)) would cause the payment for two days in which no service could be performed.

We feel it would be of interest to quote from the hearings before the Board of Railroad Wages and Working Conditions when this case was presented to them in July last (commencing at page 755), as follows:

"The Chairman: Question 45, I think, can be answered without much discussion, Mr. Whitney, in view of the fact of the general discussion that has taken place. It reads as follows: 'Would not such a provision also add to the operating cost?' That refers to the 48-hour advance notice which was embodied in Question 44.

Mr. Whitney: I must admit, Mr. Chairman, that it will.

Mr. Morse: And to that extent it represents an increase over and above the rate of increase proposed?

Mr. Whitney: Increase to whom?

Mr. Morse: To the employer.

Mr. Whitney: Well, an added cost always represents an increase, Mr. Morse. I do not know what you are driving at, but it will increase the operating expenses of the yards that operate transfer crews.

The Chairman: To the extent that the crews are taken out of service and paid for time which they do not work.

Mr. Whitney: Exactly.

The Chairman: But it would not add any increase to the rate of pay that you have asked for and under your views, as I get it, the Company has the right to work these men on twenty-six days for the guaranteed rate?

Mr. Whitney: They have a right to work those crews, but do not overlook the fact that if the crew is not given the 48 hours notice, there would be two penalization days which would give the men for the month 28 days' pay instead of 26, that is, assuming that they worked.

The Chairman: I do not just get that. How could a man work 26 days in the month and the Company still be penalized two days? I would like to have you illustrate that.

Mr. Whitney: Because of the rule. The rule provides for 48 hours notice; if that notice is not given the crew is taken off the assignment and placed somewhere else, the crew is going to earn eight hours' pay and we will claim eight hours' pay, and it is now being collected, because of the fact that the crew is not allowed to work on its assignment.

The Chairman: You refer to where the crew is taken from one classified service and assigned to another classified service?

Mr. Whitney: Yes Sir.

The Chairman: I understand that readily, but in the same service that could not occur, as I understand it.

Mr. Whitney: That is true, in the same service it would not occur.

Mr. Lee: Do I understand that question to mean, when you say in "the same service" if the transfer crew was taken off, as explained by Mr. Whitney, from the assignment in transfer service and placed in switching service, which pays the same rate of pay, that that would be considered in the same service?

The Chairman: That all depends on how you have arrived at your own conclusions, and whether or not it represents an agreement between the Company and the men as to what constitute one or two classes of service.

Mr. Lee: I asked the question in order to bring the point out at that particular place, because it would mean perhaps a controversy or argument on that very point.

The Chairman: From my point of view the fact that they use the title of transfer service in one of the two particular things we are discussing and that of yard service in the other would indicate that it is generally recognized as two classes of service.

Mr. Lee: I would not be willing to agree to that, because it pays the same rate of pay, and you might go further and say that because in a yard we call a certain engine assigned to do certain work a make-up-and-break-up engine and another engine doing yard work is called by some other name, and transfer service is simply called transfer service in order to designate it from other yard work, but it is all yard work, it is all carrying the same rates of pay, and that is why I asked the question, because I thought the impression was left that if it was taken from one class of service and placed in another then it would be as explained by Mr. Whitney.

Mr. Whitney: I wish to make my answer a little more specific. A crew assigned to transfer service, between A and B, whose assignment is cancelled, and then it is assigned between B and C would be entitled to two penalization days if it was not given forty-eight hours' notice, in accordance with the language of this rule, notwithstanding the fact that it continued to remain in transfer service.

Mr. Morse: And notwithstanding the fact that the starting hours were the same on both positions?

Mr. Whitney: Yes Sir.

Mr. Morse: That complicates Mr. Sauer's position as to the reason for wanting forty-eight hours' notice, does it not? My understanding of his reason was that it was to enable the men employed to prepare their plans in advance of their assignment being discontinued. Now, in view of the fact—

Mr. Whitney: Just a minute. I guess you did not understand my statement. A crew going into service at B would be inconvenienced by the fact that B is not the regular point at which the crew ordinarily went into service. Its first assignment was from A to B, and the second assignment was from B to C.

Mr. Morse: B might be just as convenient and might not be just as convenient as A though, might it not, as a starting point?

Mr. Whitney: Well, the fact remains that the crew was taken from its assignment without forty-eight hours' notice, in which event it would claim pay, and the Government, if you please, has recognized these claims, and is paying them.

Mr. Morse: To that extent, Mr. Whitney, these fellows would get double pay, would they not, for these two days?

Mr. Whitney: They would get pay for the service and the Company would be fined for not being a good citizen and violating the rule.

Mr. Morse: The employee would receive, however, the fine.

Mr. Whitney: The employee would receive the fine.

Mr. Morse: So, in effect, the employee gets four days for two.

Mr. Sines: Mr. Whitney, that would apply precisely the same, would it not, assuming the starting point for this transfer crew is at A and it is taken off without the 48 hours' notice, and assigned in a position that seniority would entitle it to, out of A in make-up and break-up work—straight switching work?

Mr. Whitney: Yes.

Mr. Morse: Would it not apply also if the assignment was a changed assignment with the same starting hour and from the same starting point?

Mr. Whitney: The shortest answer I can think of is it will apply if it is taken off of its assignment, I do not care where you put it."

PROPOSED ARTICLE XVII—BEGINNING AND ENDING OF DAY:

"(a) YARDMEN SHALL BE ASSIGNED FOR A FIXED PERIOD OF TIME, WHICH SHALL BE FOR THE SAME HOURS DAILY FOR ALL REGULAR MEMBERS OF THE CREW. SO FAR AS IT IS PRACTICABLE ASSIGNMENTS SHALL BE RESTRICTED TO 8 HOURS' WORK."

The foregoing Article is Article XV of Supplement No. 25 to General Order No. 27, the underscored portion being omitted in the present proposal, Article XVII, Section (a).

Article XX of Supplement No. 25 to General Order No. 27, reads as follows:

"(a) Where it has been the practice or rule to pay a yard crew, or any member thereof, arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided for in section (b).

(b) Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service."

which Article is entirely omitted from the present proposal.

We believe that these two articles have a direct relation with each other and that the omission of the second sentence of Article XV of Supplement No. 25 must be considered in connection with the omission of Article XX of Supplement No. 25. Effective January 1st, 1919, yard service was granted time and one-half for overtime after eight hours. Prior to that time various rules were in effect controlling the limitation of work after the hours constituting a day. Recognizing the impracticability of strictly restricting the work of these employees to 8 hours, when the Adamson Law settlement was applied to the individual schedules, special rules were agreed to by the Commission of Eight, consisting of four representatives of the Management and the Chief Executives of the four transportation organizations. These rules made provisions for assignments in excess of 8 hours; also described the character of work which it would be permissible to continue until the completion of work, and where overtime became necessary. At that time overtime was paid pro rata and it was then recognized if time and one-half were granted there would be no occasion for the restricted rules as the time and one-half basis for overtime, it was argued, would affix a sufficient penalty to restrict the work to the actual necessities. Reading Articles XV and XX of Supplement No. 25 together will demonstrate that it was recognized as being impractical to arbitrarily restrict the work of yard service to a positive 8 hour day in all cases. The elimination of the last sentence of Article XV, new Section (a) of Article XVII, and the elimination of Article XX of Supplement No. 25 would promote numerous controversies in regard to working overtime and result in constant friction. It is obvious that the characteristics of the work must be taken into consideration and whenever attempts are made to lay down rules governing service which completely disregard the characteristics of the service, grievances and dissatisfaction are promoted. The fact that an overtime basis of pay is insisted upon in itself recognizes that overtime cannot be avoided in all cases. Yardmen receive yard rates for all service performed within switching limits, which consists of not only switching in the railroad yards but switching and serving industries, interchanging cars between railroads, necessitating long movements, in many cases over the rails of foreign railroads where the employees get beyond the supervision of their own officers, encountering conditions which cannot be foreseen and which must be met as they arise; also for service within the yards of the home companies such as serving freight houses, team tracks, handling perishable freight, switching passenger trains which may be delayed, such as cutting sleepers and dining cars in or out of trains, which work cannot be deferred and must be performed at the time, or when the emergencies arise.

PROPOSED ARTICLE XVII—PARAGRAPH (B):

"REGULAR YARD ASSIGNMENTS, INCLUDING TRANSFERS, SHALL EACH HAVE A FIXED STARTING TIME, AND THE STARTING TIME SHALL NOT BE CHANGED NOR ASSIGNMENT DISCONTINUED WITHOUT AT LEAST 48 HOURS' ADVANCE NOTICE."

Supplement No. 25, Article XVI, Paragraph (a) reads:

"(a) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least 48 hours' advance notice. Practices on individual roads as to handling transfer crews are not affected by this section."

The changes proposed in the present regulations consist of including transfer crews in the classes of yard service which shall have a fixed starting time; also the provision that an assignment may not be discontinued without at least 48 hours advance notice.

The provisions of Section (a), Article XVI, Supplement No. 25, are identical with the regulations laid down by the Commission of Eight, which was empowered to apply the Adamson Law settlement to individual schedules. The regulation took into consideration the characteristics of yard operations while the proposed regulation will completely disregard the characteristics and attempt to arbitrarily regulate conditions which are not susceptible of regulation. In many centers transfer service is necessarily operated by so-called "pools" due to the fluctuations in the number of cars to be interchanged

between the railroads from day to day; also the time of receipt and delivery as between the home company and foreign lines so that the business handled is not within the control of the employing company. Also, in a considerable number of cases the conductors of these transfer crews are road men and not yard men, while the brakemen must be yard men, the through freight rate for the conductor being in excess of the yard rate while for the brakemen the yard rate is in excess of the freight rate. Any regulation which disregards the fact that the transfer business is directly related to the road service and the handling thereof dependent upon the volume to be delivered and received by the employing company, would be impractical and would promote discord and dissatisfaction among the men. Even in yard service, where crews have a fixed starting time, due to overtime resulting from emergency conditions it is not an infrequent occurrence for crews to report for duty and go under pay and have to await the arrival of their engine, the crew of which is receiving overtime. If transfer crews were to be given a fixed starting time, due to the conditions under which their work is performed, as hereinbefore described, it would be the exception for crews to be able to relieve each other without overtime at the designated starting time.

In regard to the proposal that the assignments may not be discontinued without 48 hours advance notice. In all classes of railroad service, including passenger, road freight and yard, it has been recognized that as service was not necessary it could be annulled and discontinued. This applies even to the high class limited passenger trains. Switch engines serving industries are governed by the operation of such industries and when the railroads are notified by the industries that less service is required, or that they are closing down either in whole or in part, the railroads always have regulated the switching service on such notice as is received from such patrons. Similarly the volume of business on the road affects yard operations on Sundays, holidays or on account of breaks in the business, making necessary quick action to adjust the switching power necessary to the volume of work. Men displaced by reason of these conditions exercise their right of seniority and immediately select such jobs as their seniority entitles them to without loss of time and in reducing the number of engines worked the youngest men are the only ones affected by loss of work under the seniority rules.

The manner in which this rule would operate is explained in the discussion before the Board of Railroad Wages and Working Conditions, quoted therein, commencing on page 42.

PROPOSED ARTICLE XVII—SECTION (c):

"THE STARTING TIME OF YARD CREWS, INCLUDING TRANSFERS, SHALL BE BETWEEN 6.30 A. M. AND 8.00 A. M., 2.30 P. M. AND 4.00 P. M., 10.30 P. M. AND 12.00 MIDNIGHT."

The provisions of Supplement No. 25, Article XVI, are as follows:

"(b) Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6.30 A. M. and 8 A. M.; the second, 2.30 P. M. and 4.00 P. M.; and the third, 10.30 P. M. and 12 midnight.

(c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in section (b).

(d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6.30 A. M. and 10 A. M., and the second not later than 10.30 P. M.

(e) Where an independent assignment is worked regularly the starting time will be during one of the periods provided in sections (b) or (d).

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to section (a).

(g) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided."

Sections (c), (d), (e), (f) and (g) do not appear in the proposal.

The rule proposed would restrict the managements to single starting time for each shift and completely ignores the diversified conditions throughout the United States. Under Section (c) of Article XVI, Supplement No. 25, provision is made for working two shifts in continuous service. This same condition appears to be permissible under the rule proposed. Section (c) however, avoids any questions that might arise and therefore it is desirable to continue same.

Section (d), Article XVI, Supplement No. 25, deals with conditions where the full 24-hour period is not necessary to be covered and permits of starting the crews at any time between 6.30 A. M. and 10.30 P. M. Considering the diversified conditions throughout the United States it is felt that such a provision is absolutely necessary to the efficient and economical operation of the service.

Section (d), Article XVI, Supplement No. 25, provides for starting an independent assignment working regularly, at any time between 6.30 A. M. and 12 midnight, the only restriction being that such an engine could not be started between 12 midnight and 6.30 A. M. Under the proposal such an engine could only be started within one of the three starting times, which completely disregards the conditions under which the service must be performed. In many places where only one engine is needed, the hours when the service must be performed would necessitate using more than one crew, resulting in paying men without an opportunity to use them. Such restrictions cannot be justified from any standpoint of sound economies or efficiency, nor are they necessary for proper working conditions for the employees for whom Section (a) of the proposal provides a definite starting time.

Section (f), Article XVI, Supplement No. 25, provides:

"At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (a)."

Under the proposal it would be necessary to start such a crew within one of the three periods, and the same comments as made under Section (d) apply to such section.

Section (g), Article XVI, Supplement No. 25, provides:

"Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided."

This is self-explanatory and avoids controversies.

Attention is called to the possibility of misunderstanding under the proposal with reference to starting extra yard crews. Interpretation No. 1 to Supplement No. 25, Question and Answer No. 118, provide as follows:

"Question 118—Should it be understood that Sections (d) and (f) apply only to regular assignments, with no change in present practice for starting extra yard crews?

Decision—Yes."

This question and answer is in conformity with the understanding of the Commission of Eight which applied the Adamson Law settlement.

The Article as proposed reads: "Starting time of yard crews, etc.," no reference being made to regularly assigned yard crews and the broad language of the proposal would promote claims that it applied to regular and extra crews alike, which would make unavoidable, paying yard crews for time that could not possibly be worked.

Under Section (b) we have dwelt rather at length on the transfer situation and described the conditions attaching to that service. To further restrict the starting time as proposed by Section (c) and subject it to even the former restrictions which applied only to yard service was recognized as impractical and therefore improper to apply. The proposal goes beyond even the former situation and contemplates subjecting transfer service to the impractical restrictions requested for straight yard service. Considering that transfer service is analogous to and dependent upon pool freight service and wholly dependent upon the fluctuations of road business will show the impracticability of the proposal.

PROPOSED ARTICLE XVIII:

"THE TIME FOR FIXING THE BEGINNING OF ASSIGNMENTS OR MEAL PERIODS SHALL BE CALCULATED FROM THE TIME FIXED FOR THE CREW TO BEGIN WORK AS A UNIT, WITHOUT REGARD TO PREPARATORY OR INDIVIDUAL DUTIES."

No Comments.

PROPOSED ARTICLE XIX—POINT FOR BEGINNING AND ENDING DAY:

"YARD CREWS SHALL EACH HAVE A SPECIFIED POINT FOR GOING ON DUTY, AND THE PAY OF YARDMEN SHALL CONTINUE UNTIL THEY REACH THE POINT AT WHICH THEY STARTED WORK."

Supplement No. 25, Article XVIII, reads as follows:

"(a) Provisions of existing rules that there shall be a specified point for either going on or off duty, or both, are not affected by anything herein; but schedules having no such rules shall be modified to provide that yard crews shall have a designated point for going on duty and a designated point for going off duty.

(b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the hump, others report at yard office, others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location."

Article XVIII of Supplement No. 25 is identical with the provisions laid down by the Commission of Eight which applied the Adamson Law to the schedules. At that time the 8-hour day had not been in operation and the rule quoted was a clear and definite recognition of the fact that to grant such a rule as is now proposed would have been a serious obstacle to placing yard service on the 8-hour basis, and make it impossible to arrange the service so as to obtain 7 hours and 40 minutes work out of the crews (deducting 20 minutes allowed for meals without reduction of pay which was the maximum given under the application) due to the loss of time between the point of reporting and point where work is performed. It must be recognized that the work of a yard engine cannot in all cases be confined to restricted localities. In many instances the engine terminals are at a considerable distance from the yards where crews have to work. The first crew may report at the round house and be relieved at the yard, the second crew report at and be relieved at the yard, and the third crew report at the yard and be relieved at the round house, thus bringing the engine back to the engine terminal. If all the crews were required to report at the engine terminal, for example, and their time would continue until they returned to such point, the loss of time between the engine terminal and the point where the work is performed would vary according to each locality but would represent paying crews for such time without any opportunity to obtain service therefor. In many instances the point of relief is as convenient to the homes of the men as the point at which they go to work. It is not necessary that they return to the point at which they started work by any requirements of the service, and in such instances provisions are made for places for taking care of the clothes and equipment of the men contiguous to the points where they work.

Prior to the rules laid down by the Commission of Eight certain schedules contained the rule which is now proposed, but they represented only a small proportion of the schedules throughout the Country. The Commission of Eight did not change such rules but made provision that where their former application would have interfered with placing the service on an eight hour basis, local understandings could be reached for compensating the men for the time necessary to return to the place of starting work. Under Supplement No. 25 no change is made in those provisions, the regulations having been so recently placed in effect and the service organized with relation to the regulations, it was deemed undesirable to inject new rules and again disturb the working conditions and necessitate renewed re-organization of the service.

PROPOSED ARTICLE XX—PERIOD FOR LUNCH:

“YARD CREWS SHALL BE ALLOWED 20 MINUTES FOR LUNCH BETWEEN FOUR AND FIVE AND ONE-HALF HOURS AFTER STARTING WORK, WITHOUT DEDUCTION IN PAY.”

It will be apparent under this rule that the crew renders only 7 hours and 40 minutes' service for 8 hours' pay.

Pased on the number of hours worked by each of the classes in yard service during the month of October, 1919, and using the relation of October to the year as shown in connection with Exhibit No. 1, viz.: 9.2%, it will be found that the allowance of 20 minutes for meals without deduction in pay, represents the following cost:

Class	October Hours	Equivalent in Eight-hour Days	Hourly Equivalent of 20 Minutes per Day	Hourly Rates of Supplement	Cost per Month
Engineers.....	5,267,481	658,435	219,478	\$0.71 $\frac{1}{8}$	\$156,378.00
Firemen.....	5,235,581	629,448	209,816	.53 $\frac{1}{8}$	111,464.75
Conductors.....	5,159,218	644,902	214,967	.66 $\frac{5}{8}$	143,221.76
Brakemen.....	12,590,054	1,561,257	520,419	.625	325,265.92
				Total.....	\$736,330.43

\$736,330.45 times 10.87 equals \$8,003,912.09.

The only change proposed in this rule is in the period within which the 20 minutes for lunch shall be granted. There is no particular objection to such a change, neither can we see any good to be accomplished by so slightly changing the present rule, but in connection therewith attention is called to proposed Article XVIII which is the same as Article XVII of Supplement No. 25, and provides:

“The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.”

In this connection we call attention to the fact that the Firemen request no change in the present rule, and neither do the Engineers. Any change that may be made in the rule should be applicable to all members of the crew, which might work as a unit.

Attention is called to the omission of Section (b) of Article XIX, Supplement No. 25, as follows:

“(b) Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.”

No explanation is given for this omission. Section (b) is a rule which was laid down by the Commission of Eight and was intended to apply to cases where a second meal period became involved due to the necessity for, at times working crews beyond the 8 hours.

At this place it appears appropriate to call attention to the omission of Article XX of Supplement No. 25, reading as follows:

“(a) Where it has been the practice or rule to pay a yard crew or any member thereof, arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in section (b).

“(b) Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.”

It is considered that this is a very serious omission. Time and one-half for overtime was granted to the employees upon certain conditions and insofar as yard service is concerned, Article XX. to a very great degree represents the bases upon which the concession was made. Unless the provisions are retained it is anticipated that it will be assumed that they were no longer in effect and therefore be considered as a justification for requests for restoring restrictions upon operations,

penalty payments, etc., which were associated with the former bases of pay. With certain exceptions, time and one-half was granted with the understanding that there would be no duplication of time paid for. Section (b) grants a duplication of time but to a very large extent avoids the payment of two minimum days notwithstanding only one day's service may have been rendered. The impropriety of holding concessions which were granted for certain considerations and then eliminating the considerations will be obvious. In connection with Section (b) of Article XX. of Supplement No. 25, it must be borne in mind that for the trainmen the rights are divided as between yard and road service. It is not an uncommon occurrence for yard crews having to be used to go beyond the switching limits in cases of emergency, in many cases involving the saving of life and property. Also the operating conditions are such that the use of yard crews to go beyond switching limits cannot be avoided nor could an absolute restriction against using them outside of switching limits be enforced. The distinction is wholly one of the rights of the employees to perform certain service and not upon the character or extent of service required.

PROPOSED ARTICLE XXI:

"ALL TIME WORKED OR MILES RUN ON SUNDAYS, NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, DECORATION DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING AND CHRISTMAS, BY PASSENGER, FREIGHT OR YARD MEN SHALL BE PAID FOR AT A RATE OF TIME AND ONE-HALF TIMES THE DAILY MILEAGE RATE."

The fact that transportation service must be conducted on Sundays is so apparent that it hardly needs stating. It goes without saying that at no time are passenger trains run unless because of public requirements.

In the freight service all the business transported is that of the shipper and the railroads must accept and handle same as offered. When received they must transport it with as great expedition as the character of and demand for the commodity requires. Yard and road service are so dependent upon each other, both being dependent upon the business offered, that the selection of the time for doing the business is clearly beyond the control of the railroads. When the business is such that its movement or handling can be curtailed on Sundays such as in certain types of yards where the operation of industrial plants is curtailed on Sundays or the character of the commodity may be such that it does not have to be handled on that day, efforts are made to curtail the service and the corresponding use of employees. If these conditions were not so obvious we might be justified in elaborating thereon, but as we see the situation, elaboration is unnecessary. It must be recognized that it is impossible to adopt any plan which will eliminate Sunday and holiday labor as the entire public expects the railroads to be operated on such days as well as on other days. The object of any punitive allowances is to impose penalties or punishment for work to which the allowance is attached. In the nature of things it is unjustifiable to impose such punishment in respect to work which cannot be avoided. Therefore the effect of any provision for punitive rate for work performed on Sundays or holidays could not in the nature of things be considered otherwise than as an increase in pay.

PROPOSED ARTICLE XXII:

"(a) THE RATES OF PAY AND RULES HEREIN ESTABLISHED SHALL BE INCORPORATED INTO EXISTING AGREEMENTS AND INTO AGREEMENTS WHICH MAY BE REACHED IN THE FUTURE. THE BASIS HEREIN PROVIDED SHALL BE APPLIED IN THE INTERIM, EXCEPT WHERE SUCH APPLICATION CAUSES A REDUCTION IN COMPENSATION, IN WHICH CASE EXISTING SCHEDULE RULES AND PRACTICES SHALL GOVERN.

"(b) EXISTING SCHEDULE RULES, REGULATIONS AND RATES OF PAY THAT ARE MORE FAVORABLE WILL BE MAINTAINED AND CONTINUED UNLESS SPECIFICALLY CHANGED BY THE FOREGOING.

"(c) RULES FOR OVERTIME AND WORKING CONDITIONS WHICH ARE IN CONFLICT WITH ANY OF THE PROVISIONS OF THE FOREGOING, BUT NO OTHERS, SHALL BE CHANGED TO CONFORM TO THE PROVISIONS HEREOF.

"(d) THE RATES AND RULES HEREIN REQUESTED ARE TO BE APPLIED ON ALL RAILROADS, WHETHER FORMERLY UNDER FEDERAL CONTROL OR NOT, IN ADDITION TO GENERAL ORDER NO. 27, SUPPLEMENTS THERETO, INTERPRETATIONS THEREON, MEMORANDA AND AGREEMENTS IN CONNECTION THEREWITH REACHED BY THE UNITED STATES RAILROAD ADMINISTRATION.

"ON RAILROADS THAT WERE NOT UNDER FEDERAL CONTROL OR THOSE THAT HAVE NOT APPLIED GENERAL ORDER NO. 27, SUPPLEMENTS THERETO, INTERPRETATIONS THEREON, MEMORANDA AND AGREEMENTS IN CONNECTION THEREWITH, THE GENERAL CHAIRMEN REPRESENTING SUCH ROADS SHALL PRESENT TO THEIR RESPECTIVE MANAGERMENTS COPY OF GENERAL ORDER NO. 27, SUPPLEMENTS THERETO, INTERPRETATIONS THEREON, MEMORANDA AND AGREEMENTS IN CONNECTION THEREWITH, AND REQUEST THEIR APPLICATION, IN ADDITION TO THE RATES AND RULES HEREIN REQUESTED."

The second paragraph of Section (d) of this proposed Article refers to railroads which are not represented by this Committee.

Attention is called to the provisions of Article XXI., Supplement No. 25, Sections (a) and (b) as follows:

"(a) In consideration of granting overtime on the basis provided in Article VI. all rules, regulations, or practices, and interpretations to Supplement No. 16 to General Order No. 27, applicable to freight service covered by Article V., which conflict with the application of the rules contained in this order shall be changed to conform therewith.

"(b) Rates of pay in road or yard service, which are not affected by Article IX., and which are higher than those herein provided, shall not be reduced, and money monthly guarantees in passenger service shall be preserved as per section (a) of Article IV. Existing differentials for divisions or portions thereof; or mountain or desert territory as compared with valley territory, whether expressed in the rates or constructive mileage allowances are preserved."

Under Supplement No. 25 former schedule rules which conflicted with the rules of the Supplement in consideration of which time and one-half for overtime was granted, were required to be changed to conform with the rules of the Supplement. Also under the rules of the Supplement various former rules were eliminated such as those providing for the payment of special allowances for work performed between terminals and initial terminal delays.

It is doubtful whether complete schedules revised to conform with Supplement No. 25 have been worked out between the Managements and Committees, and the status of such incomplete schedules is very important in connection with paragraphs (b) and (c) of proposed Article XXII. It is not clear whether the existing schedule rules, regulations, etc., referred to in proposed rule XXII. are those produced by the provisions of Supplement No. 25, or where Supplement No. 25 has not been applied to schedules of individual railroads they will be related to the unrevised schedule provisions.

The comparatively recent revision of schedules due to the conditions under which time and one-half for overtime was granted as plainly shown by Section (a) of Article XXI., Supplement No. 25, would appear to justify clear announcement by the Board that any changes that they may see fit to grant are to be based upon the conditions stipulated in Supplement No. 25 and the rules laid down therein.

On page 115, Volume III. of the minutes of April 21st, Mr. Doak states:

"Your especial attention is directed in the consideration of this question to the fact that train service employees have to live away from home a great deal of the time."

The requests filed with the Board do not contain a special Article covering these away-from-home expenses. Wherever the rates of pay of men in train service were fixed by negotiation in the past, the expenses of the employees incurred by reason of the character of the service in which they were engaged, which took them away from their home a portion of their time, has always been argued and taken into consideration in fixing the rates. There has been only one arbitration which covers the conductors and trainmen, and that took place in the East in 1913. At that time considerable testimony was introduced on behalf of the employees in regard to this condition attaching to their employment. The rates of pay in the Western territory have been established through concerted movements since 1902-3 and in each of the negotiations in such concerted movements these conditions of employment have been taken into consideration. In the Southeastern territory rates were established by concerted movements in 1910 and 1912 and in such negotiations consideration was given to the question.

The various elements that enter into the character of service performed were taken into consideration in fixing the rates. The fact that employees have to live away from their home station a portion of the time is no new condition. Therefore any change in the rate that may be justified by the change in the cost of living in the two periods under comparison, granting that any change in the cost of living applied equally at the points away from home as well as at home, would compensate for this element in the working conditions of the employees.

In this connection it should not be overlooked that the employees are protected against the loss of opportunity to work when they are at points away from home stations through the operation of the so-called "held-away-from-home-terminal" rule. Under this rule if they are not used within 16 hours after arrival at the away-from-home-terminal they automatically go under pay and if they are held 24 hours at the held-away-from-home-terminal they will receive one day's pay for the 24 hours. As the rate of wages has always taken into consideration the expenses these employees were under, due to the characteristics of the service in which they are engaged, there would appear to be no justification because of any change in the situation to segregate that element in their working conditions and give it separate consideration from the general subject.

One of the principal arguments that was advanced for granting the "held-away-from-home-terminal" rule was the expenses that these men are under when away from home without an opportunity to work. It was represented that all they wanted was an opportunity to work. Through the introduction of the 16-hour rule which is universally applied on all the railroads represented by this Committee the men are protected against any failure to give them an opportunity to earn wages.

MAY 20, 1920

PRESENTATION COVERING PROPOSAL OF SWITCHMEN'S UNION

In view of the similarity between the requests of the Switchmen's Union and the Brotherhood of Railroad Trainmen, we are not dealing with them separately excepting where they differ.

Attention is called to the table of rates appearing herein showing the differences between the rates requested by the Switchmen's Union and the Brotherhood of Railroad Trainmen, which statement is self-explanatory.

We also feel it important to call attention to Article XIII. of the Switchmen's Union request, reading:

"ALL SWITCHING, TRANSFER, WORK TRAIN, AND CONSTRUCTION WORK TRAIN, WITHIN YARD LIMITS SHALL BE PERFORMED BY SWITCHMEN AND PAID THE SWITCHMEN'S RATE."

(See page 188 of the minutes.)

No such article appears in the Trainmen's request and is not generally in effect. In view of the rights of yard and road men under existing schedules, an article such as proposed would lead to jurisdictional disputes which it is extremely necessary should be avoided. The question of the right of certain classes of employees to perform certain classes of service in most cases is well established by schedules and practices, and to inject an arbitrary rule into an order would tend to provoke controversies between employees which may lead to interference with operation. To grant such a rule as is requested and not restore Article XX. (b) of Supplement No. 25, as is proposed by the Brotherhood of Railroad Trainmen, and which provides as follows:

"Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to regular yard pay and without any deduction therefrom for the time consumed in said service."

would in many cases result in two or more days' pay for service of less than one day within an 8-hour period by reason of requiring the use of a yard crew for work service within the yard limits and a road crew for the continuation of the same service immediately outside of yard limits. In addition it arbitrarily proposes to change the established rate of pay for the class of service performed.

Statement showing cost of overtime in Road and Yard service for the year 1918, as compiled by the United States Railroad Administration as referred to at yesterday's conference; page 2443 of the proceedings was furnished the Board by Mr. Whiter.

(Copy)

MAY 21, 1920

UNITED STATES RAILROAD ADMINISTRATION

Director General of Railroads

COST OF OVERTIME IN ROAD AND YARD SERVICE FOR THE YEAR 1918 (EXCLUDING SPECIAL ALLOWANCES FOR NON-INCIDENTAL WORK PAID FOR INDEPENDENTLY OF COMPENSATION FOR THE TRIP)

COMPILED FROM TELEGRAPHIC REPORTS FROM INDIVIDUAL RAILROADS: ALSO COST APPLYING RATES PROVIDED BY SUPPLEMENTS 15 AND 16

NAME OF RAILROAD	SERVICE PAID FREIGHT RATES			SERVICE PAID PASSENGER RATES			SERVICE PAID YARD RATES			ESTIMATED COST APPLYING PRO RATA RATES PROVIDED BY SUPPLEMENTS 15 AND 16		
	Pay Roll	Overtime	Per Cent Overtime to Pay Roll	Pay Roll	Overtime	Per Cent Overtime to Pay Roll	Pay Roll	Overtime in Excess of 8 Hours	Per Cent Overtime to Pay Roll	Freight Overtime Shown in Column 3	Passenger Overtime Shown in Column 5	Yard Overtime Shown in Column 7
Total, Eastern Region.....	\$ 86,812,034.76	\$21,878,314.95	25.2	\$ 30,023,147.03	\$3,050,722.50	10.2	\$ 62,899,665.40	\$5,463,878.86	8.7	\$24,758,634.67	\$3,547,470.02	\$6,000,578.52
Total, Allegheny Region.....	55,875,347.53	15,375,270.44	27.5	18,114,213.66	2,232,424.32	12.3	42,717,145.50	3,212,802.94	7.5	17,431,996.86	2,657,057.87	3,462,768.82
Total, Pocahontas Region.....	11,104,413.70	2,949,266.43	26.6	2,043,628.25	282,319.58	13.8	5,913,255.48	542,191.74	9.2	3,236,710.73	321,942.23	592,349.04
Total, Southern Region.....	39,369,336.39	6,864,226.38	17.4	14,197,660.29	640,228.65	4.5	19,758,555.20	2,194,120.99	11.1	7,586,717.26	756,282.07	2,566,403.50
Total, Northwestern Region.....	41,706,847.65	8,317,876.20	19.9	15,501,553.96	503,461.24	3.2	24,651,339.10	1,621,220.00	6.6	8,787,589.44	576,106.83	1,713,906.15
Total, Central Western Region.....	46,789,676.40	8,505,157.44	18.2	17,875,020.15	1,246,153.39	7.0	25,171,705.09	1,656,424.59	6.6	9,012,154.72	1,395,877.36	1,823,339.10
Total, Southwestern Region.....	25,203,155.61	5,080,146.34	20.2	8,346,041.15	344,927.29	4.1	11,764,970.27	654,396.97	5.6	5,448,604.43	390,877.35	727,076.73
Grand Total, all Regions.....	\$306,860,812.04	\$68,970,258.18	22.5	\$106,101,264.49	\$8,300,236.97	7.8	\$192,876,636.04	\$15,345,036.09	8.0	\$76,262,408.11	\$9,645,113.73	\$16,886,421.86
EASTERN REGION												
Clev., Cin., Chgo. & St. Louis.....	\$ 3,839,072.09	\$ 931,247.00	24.3	\$ 1,444,646.22	\$ 74,583.24	5.2	\$ 3,516,504.97	\$ 363,932.12	10.3	\$1,059,759.09	\$ 90,394.89	\$ 382,128.73
New York, Chicago & St. Louis.....	1,796,073.43	395,839.69	22.0	198,161.72	7,389.43	3.7	1,261,618.69	69,023.42	5.5	445,082.46	8,720.51	85,144.91
Lehigh Valley.....	4,982,531.03	1,243,461.28	25.0	927,248.35	85,130.18	9.2	3,245,440.38	207,508.44	6.4	1,417,545.85	101,304.91	226,184.20
Boston & Maine.....	4,783,811.00	955,638.00	20.0	2,905,102.00	487,302.00	16.8	3,200,441.00	76,015.00	2.4	1,079,632.00	555,012.00	82,124.00
Chicago, Indpls. & Louisville.....	617,302.21	130,284.94	21.1	274,554.33	18,344.85	6.7	365,616.03	59,557.57	16.3	144,785.65	21,815.09	63,001.09
Detroit, Toledo & Ironton.....	380,720.94	150,495.25	39.5	52,548.62	5,200.13	10.5	192,025.10	41,375.75	21.5	171,259.94	6,458.53	43,858.25
Cincinnati Northern.....	212,943.50	71,589.70	33.6	44,820.95	2,008.80	4.5	24,591.00	3,138.20	12.8	8,611.95	2,436.35	3,227.26
Hocking Valley.....	910,380.00	268,879.00	29.5	128,228.00	17,406.00	13.6	844,943.00	61,930.00	7.3	309,200.00	20,017.00	87,840.00
Wabash.....	3,109,979.00	510,097.00	16.4	1,119,253.00	10,409.00	0.9	1,823,458.00	82,743.00	4.5	628,420.00	19,532.00	86,746.00
Delaware & Hudson.....	3,471,343.00	1,146,980.00	33.0	542,704.00	79,302.00	14.6	1,479,292.00	80,958.00	5.5	1,280,030.00	91,911.00	86,868.00
Buffalo, Rochester & Pitts.....	1,782,650.40	355,507.78	19.9	227,632.52	24,776.52	10.9	878,208.94	50,880.16	5.8	405,983.00	28,103.71	54,639.84
Maine Central.....	1,286,417.00	254,632.00	19.8	490,283.00	47,782.00	9.7	404,674.00	64,947.00	14.7	286,463.00	55,613.00	70,583.00
Portland Terminal.....	38,230.00	8,043.00	21.0	37,081.00	5,843.00	15.8	427,947.00	37,203.00	8.7	9,103.00	3,403.00	4,303.00
Lehigh & Hudson River.....	207,739.00	32,733.00	15.8	37,081.00	5,843.00	15.8	33,348.00	1,685.00	5.0	37,447.00	6,854.00	2,326.00
Delaware, Lackawanna & West.....	3,797,449.68	1,290,304.92	34.0	1,339,428.67	151,851.90	11.3	2,878,189.23	453,295.98	15.7	913,829.99	177,012.74	456,317.97
Buffalo & Susquehanna.....	270,851.00	60,589.00	22.4	18,159.00	2,148.00	11.8	50,043.00	7,176.00	14.3	68,175.00	2,482.00	7,848.00
Bangor & Aroostook.....	368,291.65	102,188.66	27.7	93,247.97	3,161.16	3.4	72,888.09	13,779.99	18.9	131,359.26	11,800.41	17,817.41
Michigan Central.....	3,123,635.99	515,143.39	16.5	1,267,455.95	65,026.91	5.1	3,552,633.92	398,270.75	11.2	577,800.00	75,500.00	427,450.00
Chicago & Western Indiana.....	243,423.38	45,055.99	19.7	101,540.49	3,723.83	3.7	118,377.99	9,958.60	8.4	54,303.27	4,452.01	10,789.92
Boston & Albany.....	1,447,071.00	238,913.00	16.5	875,688.00	51,679.00	9.3	863,780.00	33,727.00	3.9	260,703.00	98,346.00	37,012.00
New York, Ontario & Western.....	867,801.09	244,537.28	28.2	365,574.86	8,014.87	2.2	297,129.85	45,011.72	15.2	272,513.48	8,927.36	49,807.76
Ann Arbor.....	199,702.00	64,861.00	32.5	84,726.00	533.00	0.6	109,941.00	14,710.00	13.4	80,094.00	666.00	19,630.00
Ulster & Delaware.....	67,721.92	16,064.95	24.5	73,570.00	7,059.27	9.6	19,453.50	3,320.20	17.1	22,649.15	7,722.84	5,743.95
Lake Erie & Western.....	705,696.86	161,464.62	22.9	107,704.02	2,943.89	2.7	325,778.63	34,611.61	10.6	189,800.68	3,521.52	39,695.10
Lehigh & New England.....	421,654.00	106,029.00	25.3	5,330,351.00	460,073.17	8.6	95,462.00	21,282.00	22.3	115,417.00	23,066.00	32,066.00
New York Central.....	15,704,860.55	4,276,440.20	27.2	5,330,351.00	460,073.17	8.6	13,219,348.89	1,746,958.82	13.2	4,791,293.83	540,053.80	1,909,811.00
Toledo Terminal.....	935,258.12	338,057.80	36.1	128,659.61	13,215.26	10.3	833,269.29	135,886.54	16.3	376,371.02	15,627.04	146,594.40
Wheeling & Lake Erie.....	346,747.21	63,349.44	20.6	250,981.48	13,528.44	5.4	134,396.42	9,084.52	6.8	80,043.12	16,259.83	9,807.65
N. Y., New Haven & Hartford.....	5,209,785.66	1,279,155.00	24.6	4,252,399.70	615,143.00	14.5	3,760,065.41	131,881.00	3.5	1,439,985.29	705,870.81	143,659.21
Central New England.....	710,153.60	199,964.00	28.2	117,077.96	33,493.00	28.6	260,162.50	29,001.00	11.2	224,863.81	38,550.52	30,930.22
Toledo, St. Louis & Western.....	718,079.00	177,774.00	25.0	112,462.00	4,497.00	4.0	249,568.00	11,258.00	4.5	132,655.00	14,040.00	14,040.00
Erie (including N. J. & N. Y.).....	7,888,847.40	2,208,777.67	28.0	2,086,395.53	344,960.71	16.5	4,435,766.13	553,438.37	12.5	2,505,433.24	398,000.65	637,852.23
Pittsburgh & Shawmut.....	175,138.23	50,532.46	28.9	20,281.79	6,927.22	34.2	170,794.44	39,556.18	23.2	120,458.44	40,943.96	49,655.56
New York, Susq. & Western.....	413,540.79	120,128.40	29.0	221,345.99	36,557.13	16.5	1,070,794.44	39,556.18	23.2	120,458.44	40,943.96	49,655.56
Kanawha & Michigan.....	424,149.52	146,580.52	34.6	124,916.82	17,110.35	13.7	202,237.50	28,328.69	14.0	165,049.67	19,926.45	31,274.87
Toledo & Ohio Central.....	930,185.21	271,888.99	29.2	118,717.12	8,900.11	7.5	752,363.85	44,904.54	6.0	305,925.40	10,128.31	48,474.33
Toledo, Peoria & Western.....	141,026.50	42,027.45	29.8	55,629.92	823.09	1.5	118,744.76	17,740.75	9.5	164,546.23	27,989.37	19,337.42
Central Vermont.....	442,755.52	144,338.30	32.6	199,924.09	24,990.51	12.5	6,492,971.00	192,970.00	3.0	2,150,027.00	139,386.00	205,050.00
Pennsylvania Lines (West).....	6,462,897.00	1,905,361.00	29.5	1,884,939.00	120,037.00	6.4	4,992,971.00	192,970.00	3.0	2,150,027.00	139,386.00	205,050.00
Pitts., Cin., Chgo. & St. Louis.....	5,623,764.00	1,415,325.00	25.2	1,904,731.00	125,475.00	6.6	4,166,942.00	202,221.00	4.1	1,621,926.00	148,727.00	214,880.00
Pere Marquette.....	1,752,350.57	458,842.27	26.2	494,675.35	33,055.53	6.7	1,166,942.00	43,314.92	3.7	523,050.11	38,674.97	47,897.64

UNITED STATES RAILROAD ADMINISTRATION

Director General of Railroads

COST OF OVERTIME IN ROAD AND YARD SERVICE FOR THE YEAR 1918 (EXCLUDING SPECIAL ALLOWANCES FOR NON-INCIDENTAL WORK PAID FOR INDEPENDENTLY OF COMPENSATION FOR THE TRIP)
COMPILED FROM TELEGRAPHIC REPORTS FROM INDIVIDUAL RAILROADS; ALSO COST APPLYING RATES PROVIDED BY SUPPLEMENTS 15 AND 16

NAME OF RAILROAD	SERVICE PAID FREIGHT RATES			SERVICE PAID PASSENGER RATES			SERVICE PAID YARD RATES			ESTIMATED COST APPLYING PRO RATA RATES PROVIDED BY SUPPLEMENTS 15 AND 16		
	Pay Roll	Overtime	Per Cent Overtime to Pay Roll	Pay Roll	Overtime	Per Cent Overtime to Pay Roll	Pay Roll	Overtime in Excess of 8 Hours	Per Cent Overtime to Pay Roll	Freight Overtime Shown in Column 3	Passenger Overtime Shown in Column 5	Yard Overtime Shown in Column 7
SOUTHERN REGION												
Florida East Coast.....	\$ 343,671.61	\$ 36,739.55	10.7	\$ 219,855.95	\$ 11,114.80	5.1	\$ 210,600.91	\$ 25,665.60	12.2	\$ 40,413.50	\$ 12,670.87	\$ 43,171.45
Cin., New Orleans & Tex. Pac.	866,820.39	71,179.72	8.2	289,512.01	8,487.42	2.9	356,356.95	6,349.20	1.8	72,500.00	8,650.00	10,113.68
Mississippi Central.....	68,620.00	15,880.00	23.1	34,245.00	2,072.00	6.1	8,355.00	1,930.00	23.1	20,564.00	3,162.00	2,765.00
New Orleans Great Northern..	121,104.00	30,889.00	25.5	61,223.00	7,717.00	12.6	17,768.00	1,519.00	8.5	37,821.00	8,690.00	1,816.00
Charleston & West. Carolina..	252,227.58	33,790.46	13.4	75,249.47	1,786.75	2.4	135,349.72	9,930.07	7.3	62,420.16	1,968.00	11,523.25
Georgia.....	297,200.13	68,241.89	23.0	126,238.33	8,884.33	7.0	119,092.67	35,141.15	29.5	85,302.26	11,105.41	43,928.75
Atlanta & West Point.....	175,828.80	29,574.90	16.8	104,586.66	10,423.56	10.0	103,643.74	24,318.30	23.5	44,743.98	15,724.50	54,293.22
Atlanta,Birmingham & Atlantic	448,262.72	88,037.88	19.6	157,857.84	2,664.84	1.7	137,678.40	6,983.04	5.1	96,029.40	4,464.00	7,614.60
Gulf & Ship Island.....	119,635.63	39,208.99	32.8	61,663.55	1,128.70	1.8	63,288.76	8,422.17	13.3	49,799.54	1,320.40	10,993.11
Central of Georgia.....	1,040,766.72	207,862.55	20.0	666,711.90	30,527.49	4.6	685,427.71	76,197.51	11.1	230,424.89	34,821.62	98,964.68
Norfolk Southern.....	408,251.81	61,116.12	15.0	182,488.53	14,361.14	7.9	115,884.64	17,852.68	15.4	79,010.73	20,441.83	21,423.21
Richmond, Fredericksburg & Potomac.....	264,333.00	66,235.00	25.1	359,867.00	32,917.00	9.1	303,315.00	32,046.00	10.6	68,000.00	35,000.00	34,550.00
Southern.....	8,427,262.58	844,732.23	10.0	3,031,153.40	86,757.74	2.9	3,953,408.80	418,870.75	10.6	934,015.16	96,806.08	536,697.33
Northern Alabama.....	211,321.00	33,596.67	15.9	22,740.10	2,404.66	10.6				35,367.52	2,561.27	
New Orleans Northeastern.....	296,307.40	21,801.49	7.4	100,186.89	902.38	0.9	212,577.28	8,681.92	4.1	30,144.25	933.45	11,519.66
Georgia, Southern & Florida..	182,995.43	49,458.31	27.0	150,869.32	3,027.34	2.0	110,412.47	15,208.64	13.8	53,382.10	3,201.55	17,043.07
Carolina, Clinchfield & Ohio..	486,348.00	186,407.00	38.3	38,586.00	1,125.00	2.9	59,485.00	11,452.00	19.2	214,368.00	1,254.00	13,084.00
Alabama Great Southern.....	520,635.75	65,584.74	12.6	147,570.07	2,943.02	2.0	34,468.71	3,241.54	9.4	70,405.25	6,147.60	3,483.17
Alabama & Vicksburg.....	120,175.15	12,696.33	10.6	74,403.38	619.72	0.8	67,007.15	6,782.45	10.1	13,910.86	564.54	7,596.34
Mobile & Ohio.....	1,191,236.00	110,724.65	9.3	366,620.00	24,930.45	6.8	564,148.00	22,182.07	3.9	117,301.03	26,298.12	23,592.11
Southern R. R. in Mississippi.	146,712.62	33,295.56	22.7	51,732.65	1,315.54	2.5	52,865.70	4,784.54	9.1	35,066.88	1,384.87	5,293.14
Gulf, Mobile & Northern.....	180,570.78	33,785.23	18.7	86,922.08	1,048.51	1.2	55,976.44	4,753.14	8.6	35,954.17	1,131.89	5,303.39
Nashville,Chattanooga & St.L.	1,495,931.89	292,026.77	19.5	459,343.79	39,551.09	8.6	1,533,662.63	165,581.07	10.8	316,294.83	57,542.70	179,080.62
Tennessee Central.....	345,190.02	89,194.32	25.8	63,315.50	3,408.08	5.4	84,645.91	11,144.00	13.2	96,139.28	3,709.58	12,192.77
Seaboard Air Line.....	2,171,212.05	540,474.70	24.9	1,109,105.54	51,761.40	4.7	1,010,017.82	95,426.70	9.4	596,574.69	55,643.50	109,072.72
Illinois Central.....	6,805,422.00	1,196,507.00	17.6	2,580,317.00	104,402.00	4.4	3,989,905.00	375,309.00	9.4	1,274,005.00	111,255.00	397,527.00
Yazoo & Mississippi Valley....	1,292,504.00	237,738.00	18.4	474,273.00	15,043.00	3.2	599,221.00	46,727.00	7.8	253,040.00	18,691.00	49,530.00
Atlantic Coast Line.....	3,681,914.00	827,093.00	22.5	1,471,040.00	92,184.00	6.3	1,853,994.00	323,044.00	17.4	921,555.00	107,071.00	361,456.00
Louisville & Nashville.....	7,184,051.04	1,510,437.27	21.0	1,762,017.49	71,763.65	4.1	3,281,656.83	429,496.76	13.1	1,667,807.73	100,218.75	483,995.82
Louisville, Henderson & St. L.	222,884.79	29,917.05	13.4	67,964.84	4,956.04	7.3	35,940.96	5,078.69	13.0	34,355.90	6,848.44	8,479.41
Total, Southern Region.....	\$39,369,336.39	\$6,664,226.38	17.4	\$14,197,660.29	\$640,228.65	4.5	\$19,758,555.20	\$2,194,120.99	11.1	\$7,586,717.26	\$756,282.07	\$2,566,403.50
NORTHWESTERN REGION												
Northern Pacific.....	6,663,299.00	956,750.00	14.4	2,027,042.00	59,513.00	2.9	3,388,230.00	50,155.00	1.5	1,002,674.00	65,345.00	52,512.00
Minn., St. Paul & S. S. Marie	2,696,331.31	975,693.80	36.2	870,182.53	20,609.88	2.4	1,182,914.57	135,823.68	11.5	1,019,204.16	21,057.84	143,930.52
Chicago, Milwaukee & St. Paul	9,068,409.00	2,181,859.00	24.1	3,369,934.00	273,302.00	8.1	6,078,418.00	471,740.00	7.8	2,312,771.00	289,700.00	492,294.31
Chicago & North Western.....	7,835,100.00	1,489,700.00	19.0	4,440,100.00	27,300.00	0.6	5,510,300.00	595,800.00	10.8	1,564,200.00	30,700.00	620,420.00
Great Northern.....	6,781,116.30	993,716.40	14.7	2,216,089.85	19,275.85	0.9	2,898,433.30	42,706.15	1.5	1,045,389.65	21,203.45	44,627.95
Spokane, Portland & Seattle (Incl. Ore. Tr. & Ore. El.)	356,724.60	73,178.84	20.5	293,914.78	21,387.85	7.3	228,097.13	24,616.36	10.8	87,629.37	22,604.65	27,786.02
Ore.-Washington R.R. & Nav.	1,462,480.23	320,094.53	21.9	497,021.20	6,218.27	1.3	604,045.25	27,298.45	4.5	328,949.68	6,842.85	30,165.53
So. Pac. (North of Ashland)...	1,029,827.61	268,786.93	26.1	482,494.67	40,026.60	8.3	245,231.38	15,046.05	6.1	287,602.02	46,430.86	15,647.89
Elgin, Joliet & Eastern.....	1,262,873.35	324,613.16	25.7				2,485,369.60	29,073.04	1.2	333,435.24		34,641.26
C. St. P. M. & O.....	1,860,037.00	389,921.00	21.0	687,010.00	24,968.00	3.6	997,787.00	64,311.00	6.4	414,466.00	27,465.00	77,173.00
Minneapolis & St. Louis.....	1,005,484.25	178,258.74	17.7	285,684.93	5,049.79	1.8	385,992.87	23,018.27	6.0	217,279.32	34,150.18	24,223.67
Duluth, So. Shore & Atlantic..	384,265.00	52,704.00	13.7	168,580.00	5,810.00	3.4	195,270.00	28,832.00	14.8	57,089.00	10,607.00	31,884.00
Duluth & Iron Range.....	453,900.00	77,000.00	17.0	63,000.00			244,000.00	65,200.00	26.7	79,900.00		68,600.00
Duluth, Missabe & Northern..	847,000.00	35,600.00	4.2	100,500.00			207,250.00	47,600.00	23.0	37,000.00		50,000.00
Total No. Western Region.....	\$41,706,847.65	\$8,317,876.20	19.9	\$15,501,553.96	\$503,461.24	3.2	\$24,651,339.10	\$1,621,220.00	6.6	\$8,787,589.44	\$576,106.83	\$1,713,906.15
CENTRAL WESTERN REGION												
Denver & Salt Lake.....	445,248.10	183,727.77	41.3	45,228.08	8,037.55	17.8	43,851.24	4,243.23	9.7	187,350.00	11,495.00	4,460.00
El Paso & Southwestern.....	835,694.98	112,534.82	13.5	175,549.24	7,919.21	4.5	427,500.37	43,186.19	10.1	116,186.51	8,766.17	43,726.30
Denver & Rio Grande.....	2,739,087.00	716,655.00	26.2	508,215.00	28,370.00	5.6	893,315.00	44,068.00	4.9	717,850.00	30,673.00	46,269.00
Ogden Union Depot.....							262,040.08	13,305.47	5.1			13,774.86
Chicago Great Western.....	1,154,397.00	173,336.00	15.0	507,120.00	24,582.00	4.8	645,943.00	114,266.00	17.7	182,729.00	27,457.00	120,264.00
So. Pac. (South of Ashland)...	7,613,587.00	1,393,112.00	18.3	3,748,769.00	194,509.00	5.2	3,750,396.00	110,619.29	2.9	1,462,269.00	205,581.00	118,489.00
Western Pacific.....	816,066.00	138,896.00	16.8	219,653.00	3,822.00	2.1	1,430,379.00	7,914.00	5.6	141,588.00	4,764.00	9,621.00
C. B. & Q. (Incl. Q. O. & K. C.)	7,287,877.00	1,868,101.00	25.6	2,682,621.00	654,188.00	24.6	5,635,329.00	390,561.00	6.9	2,054,911.00	719,717.00	419,128.00
Colorado & Southern.....	891,393.00	196,577.00	22.1	176,142.00	1,807.00	1.0	324,709.00	4,496.00	1.4	206,736.00	4,806.00	4,936.00
Fort Worth & Denver City....	461,940.00	89,902.00	19.5	105,622.00	3,844.00	3.6	275,443.00	15,182.00	5.5	91,838.00	4,070.00	22,872.00
Wichita Valley.....	73,772.00	20,047.00	27.2	24,673.00	382.00	1.5				20,856.00	422.00	
C. T. H. & S. E.....	259,053.02	55,014.01	21.2	60,790.10	8,480.13	13.9	303,415.72	46,572.64	15.3	62,077.04	9,937.70	49,873.12
Chicago & Eastern Illinois....	1,181,353.47	249,295.07	21.1	398,778.76	14,569.51	3.7	1,104,312.80	181,089.88	16.4	266,867.31	18,199.77	200,028.00
Northwestern Pacific.....	259,552.00	43,696.00	16.8	276,487.00	26,984.00	9.8	30,044.00	952.00	3.2	46,279.00	28,176.00	1,046.00
Chicago, Rock Island & Pacific	5,527,956.00</											

(Copy)

UNITED STATES RAILROAD ADMINISTRATION

Director General of Railroads

COST OF OVERTIME IN ROAD AND YARD SERVICE FOR THE YEAR 1918 (EXCLUDING SPECIAL ALLOWANCES FOR NON-INCIDENTAL WORK PAID FOR INDEPENDENTLY OF COMPENSATION FOR THE TRIP)

COMPILED FROM TELEGRAPHIC REPORTS FROM INDIVIDUAL RAILROADS; ALSO COST APPLYING RATES PROVIDED BY SUPPLEMENTS 15 AND 16

NAME OF RAILROAD	SERVICE PAID FREIGHT RATES			SERVICE PAID PASSENGER RATES			SERVICE PAID YARD RATES			ESTIMATED COST APPLYING PRO RATA RATES PROVIDED BY SUPPLEMENTS 15 AND 16		
	Pay Roll	Overtime	Per Cent Overtime to Pay Roll	Pay Roll	Overtime	Per Cent Overtime to Pay Roll	Pay Roll	Overtime	Per Cent Overtime to Pay Roll	Freight Overtime Shown in Column 3	Passenger Overtime Shown in Column 5	Yard Overtime Shown in Column 7
	1918	1918		1918	1918		1918	Excess of 8 Hours 1918				
SOUTHWESTERN REGION												
Texas & Pacific.....	\$ 1,733,861.42	\$ 402,118.36	23.2	\$ 512,972.98	\$ 31,680.81	6.2	\$ 670,477.54	\$ 38,724.75	5.8	\$ 422,184.06	\$ 34,550.88	\$ 40,966.91
International & Gt. Nor.....	779,501.00	175,126.92	22.5	393,463.00	13,377.96	3.4	361,308.00	4,991.34	1.4	187,543.34	15,060.48	5,196.70
St. Louis Southwestern.....	1,301,077.19	195,134.91	15.0	373,783.10	13,960.62	3.7	430,211.85	20,898.01	4.9	205,282.00	17,283.00	21,964.00
K. C. Sou. (incl. T. & Ft. S.)..	1,034,926.00	188,240.00	18.2	201,992.00	10,816.00	5.4	543,100.00	53,524.00	9.9	209,296.00	12,669.00	55,799.00
Missouri & North Arkansas.....	113,640.00	30,969.00	27.2	58,363.00	2,208.00	3.8	19,007.00	3,154.00	16.6	36,446.00	3,050.00	5,261.00
Kansas City, Mexico & Orient.	241,502.00	47,291.00	19.6	54,371.00	1,146.00	2.1	41,889.00	3,841.00	9.2	51,251.00	1,261.00	5,987.00
Midland Valley.....	265,760.00	71,679.00	27.0	58,211.00	4,363.00	7.5	71,356.00	12,559.00	17.6	78,269.00	5,103.00	12,974.00
V. S. & P.....	92,861.00	17,355.00	18.7	72,054.00	1,208.00	1.7	90,177.00	5,181.00	5.7	21,124.00	1,562.00	6,226.00
Gulf, Colorado & Santa Fe.....	1,210,813.91	170,335.76	14.1	423,170.90	7,739.13	1.8	496,736.14	28,615.93	5.8	182,747.78	8,808.84	29,865.90
Gulf Coast Lines.....	360,353.45	92,918.05	25.8	168,135.05	4,657.95	2.8	84,906.05	13,691.92	16.1	105,431.87	5,746.42	15,746.60
M. K. & T. (North).....	1,945,676.07	462,562.50	23.8	545,959.58	13,058.30	2.4	805,825.93	43,422.65	5.4	489,025.50	15,124.40	47,092.90
M. K. & T. (Texas Lines).....	1,258,599.59	253,706.77	20.2	556,452.70	26,855.30	4.8	653,479.76	47,302.86	7.2	279,077.37	29,540.40	50,141.03
Wichita Falls & Northwestern.	89,645.20	31,577.65	35.2	44,584.15	3,303.25	7.4	1,342.85	255.80	19.0	34,735.41	4,037.70	271.14
Missouri, Oklahoma & Gulf.....	152,136.39	52,031.88	34.2	48,648.73	2,893.64	5.9	54,886.56	6,952.30	12.7	55,162.99	3,207.46	7,024.62
St. Louis-Southwestern.....	770,889.17	118,772.81	15.4	210,422.95	9,317.10	4.4	235,888.07	11,435.83	4.8	124,949.00	11,534.00	12,019.00
St. Louis Southwestern of Tex.	530,188.02	76,362.10	14.4	153,360.15	4,643.52	3.0	194,323.78	9,462.18	4.9	80,333.00	5,749.00	9,945.00
St. Louis-San Francisco.....	4,422,297.32	1,064,734.37	24.1	1,487,632.55	59,397.42	4.0	1,877,063.96	31,520.80	1.7	1,123,294.76	67,317.07	33,314.33
St. Louis-San Francisco & Texas.....	58,440.61	10,281.31	17.6	15,246.48	2,315.31	15.2	35,640.99	451.39	1.3	10,846.78	2,624.01	471.40
Fort Worth & Rio Grande.....	69,958.52	11,578.72	16.6	43,250.61	583.66	1.3	47,232.18	1,282.70	2.7	12,315.64	661.48	1,339.52
Louisiana & Arkansas.....	125,419.88	31,337.55	25.0	63,577.51	6,019.51	9.5	24,168.34	3,045.94	12.6	34,321.11	7,057.79	3,601.44
Morgans, Louisiana & Texas.....	354,095.43	91,748.51	25.9	169,155.34	8,600.66	5.1	275,148.44	14,735.07	5.4	98,273.10	8,766.50	15,439.19
Louisiana Western.....	194,045.29	49,703.24	25.6	93,142.96	5,006.65	5.4	47,647.74	3,113.57	6.5	52,733.96	5,092.86	3,284.65
Texas & New Orleans.....	309,486.73	78,303.57	25.3	124,620.76	4,996.49	4.0	416,796.17	14,315.60	3.4	85,260.30	5,201.42	15,218.24
G. H. & S. A.....	1,152,787.19	160,485.99	13.9	367,693.35	15,212.32	4.1	277,590.24	28,729.93	10.4	167,452.63	15,919.01	34,325.68
Houston & Texas Central.....	473,294.26	90,199.39	19.1	207,500.41	20,157.02	9.7	185,038.88	8,173.99	4.4	94,448.99	21,001.42	12,606.84
Houston East & West Texas.....	166,464.59	39,579.25	23.8	56,587.62	3,083.66	5.4	17,864.74	2,052.79	11.5	46,373.19	3,276.96	2,184.28
Trinity & Brazos Valley.....	97,501.45	15,561.45	16.0	32,517.05	2,711.30	8.3	11,822.80	2,916.45	24.7	17,522.90	3,134.75	3,350.20
San Antonio & Aransas Pass.....	324,292.78	37,321.08	11.5	168,130.77	4,330.93	2.6	146,395.01	17,880.92	12.2	38,404.20	5,540.40	19,597.41
Missouri Pacific.....	5,573,641.15	1,013,130.20	18.2	1,641,041.45	61,283.85	3.7	3,647,645.25	222,165.25	6.1	1,104,498.55	70,996.10	255,862.75
Total, So. Western Region.....	25,203,155.61	5,080,146.34	20.2	8,346,041.15	344,927.29	4.1	11,764,970.27	654,396.97	5.6	5,448,604.43	390,877.35	727,076.73
Grand Total, All Regions.....	\$306,860,812.04	\$68,970,258.18	22.5	\$106,101,264.49	\$8,300,236.97	7.8	\$192,876,636.04	\$15,345,036.09	8.0	\$76,262,408.11	\$9,645,113.73	\$16,886,421.86

COST OF OVERTIME FOR YEAR 1918 (EXCLUDING SPECIAL ALLOWANCES FOR NON-INCIDENTAL WORK PAID FOR INDEPENDENTLY OF COMPENSATION FOR THE TRIP)

COMPILED FROM TELEGRAPHIC REPORTS FROM INDIVIDUAL RAILROADS; COST APPLYING RATES PROVIDED BY SUPPLEMENTS 15 AND 16; COST PER TRAIN MILE, ETC.

SERVICE	Total Pay Roll, 1918	Total Overtime, 1918	Per cent of Overtime To Pay Roll	Overtime in 1918, Calculated at Pro Rata Rates of Supplements 15 and 16	Increase Under Rates Supplements 15 and 16 Over 1918 Rates	Per cent of Increase Rates, Supplements 15 and 16 Over 1918 Rates	Total Train Miles 1918	Cost per Train Mile In Overtime at 1918 Rates (Cents)	Cost per Train Mile In Overtime Supplements 15 and 16 (Cents)	Increase in Cost per Train Mile In Overtime (Cents)
Service Paid Through Freight Rates.....	\$ 221,921,739.27	\$ 46,079,029.49	20.76	\$ 50,950,914.86	\$ 4,871,885.37					
Service Paid Local Freight Rates.....	84,939,072.77	22,891,228.59	26.95	25,311,493.25	2,420,264.56					
Total, Freight Service.....	306,860,812.04	68,970,258.18	22.48	76,262,408.11	7,292,149.93	10.57	637,924,000	10.81	11.95	1.14
Service Paid Passenger Rates.....	106,101,264.49	8,300,236.97	7.82	9,645,113.73	1,344,876.76	16.20	523,105,039	1.59	1.84	.26
Total, Road Service.....	412,962,076.53	77,270,495.15	18.71	85,907,521.84	8,637,026.69	11.18	1,161,029,039	6.66	7.40	.74
Service Paid Yard Rates.....	192,876,636.04	15,345,036.09	7.96	16,886,421.86	1,541,385.77	10.04				
Total, All Services.....	\$605,838,712.57	\$92,615,531.24	15.29	\$102,793,943.70	\$10,178,412.45	10.99				

Roads not reporting: Grand Trunk in New England; Detroit & Toledo Shore Line; Grand Rapids & Indiana.

NOTE:—Separate data for Through and Local Freight Service furnished only by roads representing approximately 34 per cent of Total Freight Pay Rolls.

The percentage relations of Through and Local Freight Service to Total Freight Service were applied to figures for all roads in arriving at separate costs shown above.

Information as to train miles furnished by Department of Operating Statistics.

PRESENTATION COVERING CONDUCTORS' PROPOSAL

Proposition presented by the Order of Railway Conductors

Passenger Conductors:

Per Mile.....	\$0.0577	
Per Day.....	8.65	(150 miles)
Per 26-Day Month.....	225.00	

Assistant Conductors and Ticket Collectors:

Per Mile.....	\$0.049	
Per Day.....	7.35	(150 miles)
Per 26-Day Month.....	191.10	

Through Freight Conductors:

Valley Rate.....	\$7.65 for 100 miles or day of 8 hours.	
Mountain Rate.....	8.37 for 100 miles or day of 8 hours.	

Local Freight Conductors:

Valley Rate.....	\$8.38 for 100 miles or day of 8 hours.	
Mountain Rate.....	9.13 for 100 miles or day of 8 hours.	

For services not mentioned, not less than the increase in money per day given in local freight service.

Working Rules: The rules for all men on the train should be uniform and they should have the same working conditions. Specific requests filed by other organizations in this regard are satisfactory to the conductors.

A literal application of the language "from time required for duty until relieved of duty" to apply in all services. For the purpose of paying passenger conductors or others who are required to remain on duty and make out reports after arrival at terminal, also for freight conductors until they have handled their manifests, wheel reports, registered in, and completed all duties required of them.

Attention is called to the statement of President L. E. Sheppard, Order of Railway Conductors, on page 219 of the minutes of April 22nd, as follows:

"Without desiring to debate the legal aspects of the situation, I proceed on the assumption that the railroads inherited all contracts and agreements now in existence, regardless of how established, just as they inherited or are committed, to any contract of any description not as yet fulfilled or cancelled, made either by direct negotiations by officers of the Railroad Companies or by representatives of the United States Railroad Administration."

We believe it is unnecessary for us to comment upon the legal aspects of the situation. It might be explained that during the period of Federal control officers of Railroad companies as such, had no voice in the operation of the Railroads, which were placed in charge of Federal Managers representing the United States Railroad Administration. Any contracts made during the term of Federal control were made by the representatives of the United States Railroad Administration and by explicit instructions of the Director General were restricted to the period of Federal control.

On pages 221, 222 and 223 statements appear concerning the results of orders issued by the so-called "Lane Commission" which were embodied in General Order No. 27 of the United States Railroad Administration. In view of the fact that the inequalities or disparities as between the classes of employees represented by the four train service organizations were corrected through conferences between the representatives of the organizations and the representatives of the United States Railroad Administration as shown by Supplement No. 16 covering the Trainmen (also Supplement No. 15 covering the Enginemen) there appears to be no occasion for discussion of that phase of the situation. In addition to the increases in the rates which were granted by Supplement No. 16 for Trainmen (Supplement No. 15 for Enginemen) further increases in wages were granted by the United States Railroad Administration under Supplements Nos. 25, covering the Trainmen, and 24 covering the Enginemen, through the granting of time and one-half for overtime in road freight service.

For convenient reference the Director General's memorandum of November 15th, 1919, is quoted herein:

"The argument which at all times has been urged as a basis for time and one-half for overtime in road service is that since other classes of employees are allowed time and one-half after eight hours or 10 hours, it is an unjust discrimination to deny employees in road service time and one-half for overtime.

"I have given the most careful consideration to this contention and I am satisfied it is not well founded. Employees in road service enjoy a method of pay which is entirely different from the method enjoyed by all other employees, because all others work exclusively on an hourly basis. Employees in road freight service have the privilege of earning their day's pay in less than the standard day, provided their train makes a better speed than 12½ miles per hour. I believe this fundamental difference in the method of allowing compensation relieves the situation of any claim of unjust discrimination in the respect indicated.

"Along with this argument there is also the contention that the time and one-half for overtime is necessary as a punitive share to compel trains to be operated at a speed of not less than 12½ miles per hour. I do not believe this contention is well founded. It seems reasonably clear that a large proportion of freight trains can

not be operated economically on as high an average speed basis as 12½ miles per hour, and I do not believe an absolute unqualified penalty should be imposed for failing to do a thing which can not reasonably be done.

"If this matter had to be decided exclusively on the contentions which have been presented to me, I could find no justification for deciding otherwise than that time and one-half for overtime ought not to be allowed in road service. But there is another phase of this matter which has not been presented to me in any definite way by anyone interested either for or against punitive overtime. My study of the matter, however, has brought this entirely distinct feature clearly to my attention, and I can not conscientiously dispose of the matter without giving full weight to this entirely distinct consideration.

"It seems to me that those freight train employees who are habitually employed in freight service which does not rise above and generally falls below a speed basis of 12½ miles per hour do not receive a compensation which is relatively sufficient as compared with train service employees in freight service whose trains habitually make a speed of not less than 12½ miles per hour with a general tendency to make a higher basis, or as compared with employees in passenger train service. It is evident that in order for these employees in this slower freight service to earn anything like the compensation obtained in this faster freight service they must in general, work exceedingly long hours, and hence that their position is relatively unfavorable.

"It seems to me that the best way to accomplish the giving of reasonable additional compensation to the employees in this slower freight service so as to remove the unjust discrimination which in a broad and general way it seems to me exists between them and the employees in this faster freight service, is on the one hand to allow time and one-half for overtime, and on the other hand to cut out in all freight service all special arbitraries and allowances of every character, including initial terminal delays and final terminal delays. I believe these steps will substantially correct the inequalities which now exist and will put the compensation for freight train service upon a much fairer basis than now exists.

"I am therefore willing to establish December 1, 1919, the time and one-half for overtime in road freight service provided the train and enginemen will accept such a basis in lieu of all special allowances and arbitraries of every character and will do this for the railroads as a whole.

"I have no doubt that an incidental benefit arising from this course will be that it will tend to correct extreme cases of unnecessarily slow trains, although I do not believe it can or ought to result in raising all trains to the 12½ mile speed basis.

"The proposition herewith made is shown in detail by the amendments on the attached copies of Supplements Nos. 15 and 16. It is the purpose of the Railroad Administration, by these amendments and by any necessary instructions, to prohibit abuses which might otherwise arise by reason of the elimination of the various arbitraries, special allowances, etc.

"Time and one-half for overtime is not to be so applied as to increase the payments which will be made as a result of any held-away-from-home-terminal rule."

On page 225, Example 2 is shown covering rules 10 and 12 in the National Agreement with Shop Crafts, applying to men sent away from their home stations. These rules are as follows:

"Rule 10.—Overtime Emergency Service Road Work:

Employees, except as the provisions of rules 12 and 15 apply, sent out on the road for emergency service, shall receive continuous time from the time called until their return, as follows:

Overtime rates for all overtime hours and straight time for the recognized straight-time hours at home station, whether working, waiting, or traveling, except that after the first 24 hours, if relieved from duty and permitted to go to bed for 5 or more hours, they will not be allowed time for such hours, provided that in no case shall an employee be paid for less than 8 hours on week days, and 8 hours at one and one-half time for Sundays and recognized holidays, for each calendar day. Where meals and lodging are not provided by the railroad, actual expenses will be allowed. Employees will receive all allowances for expenses not later than the time when they are paid for the service rendered. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

"Rule 12.—Temporary Vacancies:

When necessary to fill temporary vacancies at outlying points employees, excluding those specified in Rules 14 and 15, will be sent out and will be paid for this service as follows:

Continuous time from time called up to time of reporting at point to which sent, overtime rates for all overtime hours, and straight time for the recognized straight-time hours at home station, whether waiting or traveling (the same provisions to apply for return trip). While at such point they will be paid straight time and overtime in accordance with practice at home point with a guarantee of not less than eight hours' pay, at the established rate, for each calendar day, including Sundays and holidays at overtime rates. Where meals and lodging are not provided by the railroad, actual expenses will be allowed.

Rules in existing agreements or shop rules covering the road service described in Rules 10 and 12 which are more favorable to the employees will be preserved."

In quoting the example no reference is made to the fact that the rules in question apply only to exceptional or emergency conditions. The impropriety of using as a principle for regular and characteristic conditions a basis of pay dealing only with emergency conditions, is so apparent that discussion appears to be unnecessary.

On page 228 comparison is made between rates for mechanics at 72c per hour with hourly rates for through freight conductors, local freight conductors and passenger conductors. The passenger conductor's rate is shown as 72c per hour while it should be 75c. This is only the minimum or overtime rate. These men are paid on the dual basis, miles or hours, mileage for a day being 150, and the mileage rate 4c per mile. The hourly rate only in the rarest instances becomes a factor in through passenger service. The preponderance of that service is paid on the mileage basis and the mileage rate times the miles run per hour produces hourly earnings far in excess of 75c and in many cases produces hourly earnings of \$1.50 and above. It should also be borne in mind that overtime in through passenger service is paid after 7 hours and 30 minutes for 150 miles while mechanics do not receive overtime until after 8 hours.

With reference to the rate for through freight conductors shown at \$.675 per hour. This is the minimum hourly rate, $12\frac{1}{2}$ times the mileage rate of \$.054, and the local freight \$.74, which is $12\frac{1}{2}$ times the mileage rate of \$.0592. It should also be borne in mind that these men are also on the dual basis of pay, miles or hours, whichever is the greater.

The mileage rate for through freight conductors is \$.054 per mile and for local freight conductors \$.0592 per mile. Under the mileage system of pay the hourly rates are only significant when the miles run and the time consumed equal the $12\frac{1}{2}$ miles per hour speed basis. When the train exceeds the speed of $12\frac{1}{2}$ miles per hour the mileage factor in pay produces increases in the hourly earnings corresponding with the increase in the speed.

On page 231 reference is made to expenses away from home. This is fully covered under this same subject in the Trainmen's presentation on page 75.

On page 233 the Conductors submit an example of a run between Kenova and Columbus, Ohio, with mileage of 139 each way, total time of the run from time of going on duty in the morning until released at night, 15 hours and 20 minutes with 5 hours and 10 minutes dead time at Columbus, Ohio, the turn-around point. In view of payments under the overtime rule exceeding the payment of two minimum days, the example shows that the conductor would receive a day in each direction, or \$6.00 for each portion of the round trip. In the example cited, the actual time on duty is 10 hours and 10 minutes for which \$12.00 is paid, or at the rate of \$1.18 per hour. This example illustrates to a limited extent the effect of the mileage factor in pay and the daily minimum and shows that the hourly rates have significance only as guaranteeing the minimum and overtime rate.

The following is a description of the service on the runs in question, together with the earnings of the conductor and brakemen:

1. Train Numbers.—Nos. 32 and 33.
2. Place and time going on duty and relieved. No. 33 reports Kenova 5.10 a.m., relieved Columbus 10.35 a.m. No. 32 reports Columbus 3.50 p.m., relieved at Kenova 8.45 p.m.
3. Actual time on duty each day worked—No. 32, East, 4 hours and 55 minutes. No. 33, West, 5 hours and 25 minutes.
4. Total days worked per month. Each calendar day.
5. Actual mileage per day. 274 miles.
6. Allowed mileage per day. Conductor 300 miles. Brakemen, 300 miles.
7. Total mileage allowed per month. Conductor, 9000 miles, 30-day month; 9300 miles 31 day month. Brakemen, 9000 miles 30-day month; 9300 miles 31-day month.
8. Overtime allowed per day.—None.
9. Total earnings per month.—Conductor, \$360.00. Brakemen, \$240.00.

The crews operated in the manner described until February 2nd last, when at the request of the Conductors' Committee the Conductor was not permitted to work in excess of 24 days in each calendar month. This restricted his earnings to \$288.00 per month. No request was made for restricting the work of the brakemen, of whom there are two regular men on the run. On each of the days run these two brakemen would earn two days' pay, or \$8.00, which, for a thirty day month produces \$240.00 each.

On page 235 the following statement appears:

"Do not let the question of mileage rates, which will bring large earnings to a few men under exceptional advantageous conditions, stand in the way of doing justice to the general classes—the 95% at least."

We are unable to compile a statement within the short time at our disposal showing the present situation, but in 1915 statements were compiled for October, covering all trips made in passenger service by Conductors. A copy of this statement is submitted herewith as Exhibit No. C-1, and from this statement will be observed that while the passenger day for the purpose of pay has been reduced to 150 miles, out of a total of 187,780 trips, 120,209, or 64% exceeded 150 miles per day. This statement clearly shows that the mileage factor of pay affects practically two-thirds of the service and that the other third is paid under the minimum day rule, 150 miles, regardless of the short mileage run. Where the mileage factor controls the preponderance of the service, we respectfully submit that it should also control the rate of pay and not be considered as an inconsequential condition.

TRIPS MADE IN PASSENGER SERVICE BY CONDUCTORS—OCTOBER 1915

TERRITORY	Less than 8 hours	8 hours and less than 9	9 hours and less than 10	10 hours and less than 11	11 hours and less than 12	12 hours and less than 13	13 hours and less than 14	14 hours and less than 15	15 hours and less than 16	16 hours and over	Total	Per cent of Grand Total
TRIPS OF 100 MILES OR LESS												
Eastern.....	2,010	70	72	104	109	65	4	0	0	0	2,434	
Southeastern....	1,638	19	7	2	1	10	19	6	9	10	1,721	
Western.....	10,417	114	172	192	138	124	62	22	11	16	11,268	
Total.....	14,065	203	251	298	248	199	85	28	20	26	15,423	8.21
TRIPS OF MORE THAN 100 MILES BUT NOT EXCEEDING 110 MILES												
Eastern.....	4,831	14	74	31	41	126	42	3	0	0	5,162	
Southeastern....	1,967	11	3	0	1	1	1	0	0	0	1,984	
Western.....	4,235	83	81	80	99	69	38	2	7	8	4,702	
Total.....	11,033	108	158	111	141	196	81	5	7	8	11,848	6.31
TRIPS OF MORE THAN 110 MILES BUT NOT EXCEEDING 120 MILES												
Eastern.....	959	7	12	32	31	9	7	21	0	0	1,078	
Southeastern....	1,381	14	32	3	3	2	0	0	2	0	1,437	
Western.....	3,904	205	79	139	217	46	13	21	33	4	4,661	
Total.....	6,244	226	123	174	251	57	20	42	35	4	7,176	3.82
TRIPS OF MORE THAN 120 MILES BUT NOT EXCEEDING 130 MILES												
Eastern.....	1,751	147	125	41	53	78	77	0	5	0	2,277	
Southeastern....	1,535	109	37	1	0	6	1	0	1	1	1,691	
Western.....	5,490	200	71	71	111	157	5	9	4	0	6,118	
Total.....	8,776	456	233	113	164	241	83	9	10	1	10,086	5.37
TRIPS OF MORE THAN 130 MILES BUT NOT EXCEEDING 140 MILES												
Eastern.....	3,801	60	109	23	42	115	55	49	6	0	4,260	
Southeastern....	1,332	83	8	13	0	5	0	5	0	0	1,446	
Western.....	5,078	321	196	55	39	35	35	64	36	1	5,860	
Total.....	10,211	464	313	91	81	155	90	118	42	1	11,566	6.16
TRIPS OF MORE THAN 140 MILES BUT NOT EXCEEDING 150 MILES												
Eastern.....	3,569	37	45	48	4	4	24	26	2	0	3,759	
Southeastern....	1,506	70	80	9	2	6	9	0	0	0	1,682	
Western.....	5,296	324	91	107	28	66	17	40	61	1	6,031	
Total.....	10,371	431	216	164	34	76	50	66	63	1	11,472	6.11
TRIPS OF MORE THAN 150 MILES BUT NOT EXCEEDING 160 MILES												
Eastern.....	1,340	43	48	29	59	34	70	47	9	0	1,679	
Southeastern....	1,760	161	6	39	28	2	5	0	0	0	1,957	
Western.....	3,713	689	395	113	33	94	14	34	5	7	5,097	
Total.....	6,769	893	449	181	120	130	89	81	14	7	8,733	4.65
TRIPS OF MORE THAN 160 MILES												
Eastern.....	18,243	3,658	3,467	2,870	2,656	2,092	1,430	736	457	213	35,822	
Southeastern....	5,766	2,443	2,529	1,184	1,151	464	134	27	24	105	13,827	
Western.....	23,247	10,585	9,376	6,508	5,223	3,241	1,906	1,080	369	292	61,827	
Total.....	47,256	16,686	15,372	10,562	9,030	5,797	3,470	1,843	850	610	111,476	59.37
SUMMARY												
Eastern.....	36,504	4,036	3,952	3,178	2,995	2,523	1,709	882	479	213	56,471	30.07
Southeastern....	16,841	2,910	2,702	1,251	1,186	496	169	38	36	116	25,745	13.71
Western.....	61,380	12,521	10,461	7,265	5,888	3,832	2,090	1,272	526	329	105,564	56.22
Grand Total..	114,725	19,467	17,115	11,694	10,069	6,851	3,968	2,192	1,041	658	187,780	100.00
Per cent of Grand Total.	61.10	10.37	9.11	6.23	5.36	3.65	2.11	1.17	.55	.35	100.00	

On page 236 mention is made of a conductor operating through passenger train between New York and Buffalo, 440 miles. There are upwards of 50 crews performing this service. We are informed that the average time on duty of these crews is 10 hours and 30 minutes per trip and that the runs are so laid out that they will average 18 trips per month. 440 miles times 4c per mile equals \$17.60, which at 10 hours and 30 minutes per day produces an hourly earning of \$1.676 For the 18 trips a conductor will average \$316.90 for 189 hours' service.

As showing the effect of the requested rates and conditions on crews operating Through Passenger trains, we are submitting Exhibit C-2, which shows the operation of certain Through Passenger crews, month of June, 1919. This Exhibit shows the present monthly earnings of the crews involved, also earnings which would accrue under the proposed rates and conditions. We also submit Exhibit C-2a, which shows for the crews covered by Exhibit C-2 the present average daily and hourly earnings with same information based on the proposed rates and conditions.

Exhibit C-2 (Erie)

OPERATION OF THROUGH PASSENGER CREWS BETWEEN ASSIGNED POINTS AS SHOWN—MONTH OF JUNE, 1919

RAILROAD	Points Operated Between		Miles Run	Train No.	No. of Crews on	Days Train Operated— Month of June, 1919	Time on Duty		Hours on Duty	
	From	To					Starting	Relieving	Hours	Min.
Erie.....	Jersey City, N. J....	Salamanca, N. Y....	413	3	3	Daily/Each Crew, Daily\ 20 days.....	10.30 a.m.	11.40 p.m.	13	10
	Salamanca, N. Y....	Jersey City, N. J....	413	4			7.05 a.m.	7.25 p.m.	12	20
	Jersey City, N. J....	Salamanca, N. Y....	413	5	3	Daily/Each Crew, Daily\ 20 days.....	7.15 p.m.	7.25 a.m.	12	10
	Salamanca, N. Y....	Jersey City, N. J....	413	6			8.27 p.m.	8.10 a.m.	11	43

Total Miles Run Per Month By Each Crew—8260

Total Hours on Duty

Crews on No. 3 and No. 4—255 Hours.
Crews on No. 5 and No. 6—238 Hours, 50 Minutes.

Average Hours on Duty

Crews on No. 3 and No. 4—12 Hours, 45 Minutes.
Crews on No. 5 and No. 6—11 Hours, 55 Minutes.

MONTHLY EARNINGS—CREWS WORKING EIGHTEEN WEEK DAYS AND TWO SUNDAYS

	Eighteen Week Days				Two Sundays				Total—Twenty Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$297.36	\$428.94	\$131.58	44.24	\$33.04	\$71.49	\$38.45	116.37	\$330.40	\$500.43	\$170.03	51.46
Trainman.....	197.75	286.21	88.46	44.74	21.97	47.70	25.73	117.11	219.72	333.91	114.19	51.97

MONTHLY EARNINGS—CREWS WORKING NINETEEN WEEKDAYS AND ONE SUNDAY

	Nineteen Week Days				One Sunday				Total—Twenty Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$313.88	\$452.77	\$138.89	44.25	\$16.52	\$35.75	\$19.23	116.40	\$330.40	\$488.52	\$158.12	47.86
Trainman.....	208.73	302.11	93.38	44.74	10.99	23.85	12.86	117.11	219.72	325.96	106.24	48.35

OPERATION OF THROUGH PASSENGER CREWS BETWEEN ASSIGNED POINTS AS SHOWN—MONTH OF JUNE, 1919

RAILROAD	Points Operated Between		Miles Run	Train No.	No. of Crews on	Days Train Operated— Month of June, 1919	Time on Duty		Hours on Duty	
	From	To					Starting	Relieving	Hours Min.	
Lehigh Valley.....	New York.....	Buffalo.....	452	9	4	Daily { Regularly Working 15 days each..... }	8.20 a.m.	8.05 p.m.	11	45
	Buffalo.....	New York.....	452	10			9.00 a.m.	8.48 p.m.	11	48
	New York.....	Buffalo.....	452	5	4	Daily { Regularly Working 15 days each.... }	7.40 p.m.	7.59 a.m.	12	19
	Buffalo.....	New York.....	452	6			7.45 p.m.	8.26 a.m.	12	41

Total Miles Run Per Month By Each Crew—6780

Total Hours on Duty

Crews on No. 9 and No. 10—176 Hours, 37 Minutes.
Crews on No. 5 and No. 6—187 Hours, 30 Minutes.

Average Hours on Duty per Trip

Crews on No. 9 and No. 10—11 Hours, 46 Minutes.
Crews on No. 5 and No. 6—12 Hours, 30 Minutes.

MONTHLY EARNINGS—CREWS WORKING THIRTEEN WEEK DAYS AND TWO SUNDAYS

	Thirteen Week Days				Two Sundays				Total—Fifteen Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$235.04	\$339.05	\$104.01	44.26	\$36.16	\$78.24	\$42.08	116.37	\$271.20	\$417.29	\$146.09	53.87
Trainman.....	156.30	226.23	69.93	44.74	24.05	52.21	28.16	117.11	180.35	278.44	98.09	54.39

MONTHLY EARNINGS—CREWS WORKING TWELVE WEEK DAYS AND THREE SUNDAYS

	Twelve Week Days				Three Sundays				Total—Fifteen Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$216.96	\$312.96	\$96.00	44.24	\$54.24	\$117.36	\$63.12	116.37	\$271.20	\$430.32	\$159.12	58.67
Trainman.....	144.28	208.82	64.54	44.74	36.07	78.31	42.24	117.11	180.35	287.13	106.78	59.20

MONTHLY EARNINGS—CREWS WORKING ELEVEN WEEK DAYS AND FOUR SUNDAYS

	Eleven Week Days				Four Sundays				Total—Fifteen Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$198.88	\$286.88	\$88.00	44.24	\$72.32	\$156.48	\$84.16	116.37	\$271.20	\$443.36	\$172.16	63.48
Trainman.....	132.26	191.42	59.16	44.74	48.09	104.41	56.32	117.11	180.35	295.83	115.48	64.03

OPERATION OF THROUGH PASSENGER CREWS BETWEEN ASSIGNED POINTS AS SHOWN—MONTH OF JUNE, 1919

RAILROAD	Points Operated Between		Miles Run	Train No.	No. of Crews on	Days Train Operated— Month of June, 1919	Time on Duty		Hours on Duty	
	From	To					Starting	Relieving	Hours	Min.
New York Central...	New York, N. Y.....	Buffalo, N. Y.....	438	3	3	Daily { 27 Regular.....	9.01 a.m.	8.00 p.m.	10	59
	Buffalo, N. Y.....	New York, N. Y.....	438	22		Daily { 3 Relief.....	6.50 a.m.	5.25 p.m.	10	35
	New York, N. Y.....	Buffalo, N. Y.....	438	33	3	Daily { 24 Regular.....	9.01 p.m.	8.30 a.m.	11	29
	Buffalo, N. Y.....	New York, N. Y.....	438	26		Daily { 6 Relief.....	11.57 p.m.	9.40 a.m.	9	43
	New York, N. Y.....	Buffalo, N. Y.....	438	17	3	Daily { 24 Regular.....	4.31 p.m.	3.00 a.m.	10	29
	Buffalo, N. Y.....	New York, N. Y.....	438	44		Daily { 6 Relief.....	8.45 p.m.	7.50 a.m.	11	05
	New York, N. Y.....	Buffalo, N. Y.....	438	43	3	Daily { 24 Regular.....	1.45 a.m.	1.05 p.m.	11	20
	Buffalo, N. Y.....	New York, N. Y.....	438	48		Daily { 6 Relief.....	11.31 p.m.	9.30 a.m.	9	59
	New York, N. Y.....	Buffalo, N. Y.....	438	51	3	Daily { 27 Regular.....	8.01 a.m.	5.30 p.m.	9	29
	Buffalo, N. Y.....	New York, N. Y.....	438	2		Daily { 3 Relief.....	4.45 a.m.	5.15 p.m.	12	30
	New York, N. Y.....	Buffalo, N. Y.....	438	21	3	Daily { 24 Regular.....	6.16 p.m.	4.20 a.m.	10	04
	Buffalo, N. Y.....	New York, N. Y.....	438	8		Daily { 6 Relief.....	10.05 p.m.	9.00 a.m.	10	55
	New York, N. Y.....	Buffalo, N. Y.....	438	35	3	Ex. Sunday { 24	8.10 p.m.	8.00 a.m.	11	50
	New York, N. Y.....	Buffalo, N. Y.....	438	(a)		Sunday { Regular..	Varies	Varies	Varies	
	Buffalo, N. Y.....	New York, N. Y.....	438	6		Daily { 6 Relief..	11.01 p.m.	9.21 a.m.	10	20
	Buffalo, N. Y.....	New York, N. Y.....	438	32	3	Daily { 24 Regular.....	5.00 p.m.	4.45 a.m.	11	45
	New York, N. Y.....	Buffalo, N. Y.....	438	11		Daily { 6 Relief.....	4.01 p.m.	1.53 a.m.	9	52
	Buffalo, N. Y.....	New York, N. Y.....	438	40	3	Daily { 27 Regular.....	9.00 a.m.	7.30 p.m.	10	30
	New York, N. Y.....	Buffalo, N. Y.....	438	1		Daily { 3 Relief.....	11.01 a.m.	10.15 p.m.	11	14
	Buffalo, N. Y.....	New York, N. Y.....	438	4	3	Daily { 24 Regular.....	9.35 p.m.	8.00 a.m.	10	25
	New York, N. Y.....	Buffalo, N. Y.....	438	29		Daily { 6 Relief.....	7.31 p.m.	7.00 a.m.	11	29
	Buffalo, N. Y.....	New York, N. Y.....	438	20	3	Daily { 27 Regular.....	10.30 a.m.	8.45 p.m.	10	15
	New York, N. Y.....	Buffalo, N. Y.....	438	41		Daily { 3 Relief.....	12.31 p.m.	11.45 p.m.	11	14
	Buffalo, N. Y.....	New York, N. Y.....	438	30	3	Daily { 24 Regular.....	7.30 p.m.	7.10 a.m.	11	40
	New York, N. Y.....	Buffalo, N. Y.....	438	19		Daily { 6 Relief.....	5.01 p.m.	3.55 a.m.	10	54
	Buffalo, N. Y.....	New York, N. Y.....	438	16	3	Daily { 27 Regular.....	4.00 a.m.	4.00 p.m.	12	....
	New York, N. Y.....	Buffalo, N. Y.....	438	5		Daily { 3 Relief.....	4.45 a.m.	5.20 p.m.	12	35
	Buffalo, N. Y.....	New York, N. Y.....	438	50	3	Ex. Sunday { 27	12.30 p.m.	10.10 p.m.	9	40
	Buffalo, N. Y.....	New York, N. Y.....	438	96		Sunday { Regular	12.30 p.m.	11.05 p.m.	10	35
	New York, N. Y.....	Buffalo, N. Y.....	438	25		Daily { 3 Relief	2.16 p.m.	11.51 p.m.	9	35

Note.—(a) On Sundays, work as ordered. Run extra passenger train, extra train of deadhead passenger equipment, or return deadhead on passenger train, as ordered.

To cover the above train service, forty-two (42) regular and nine (9) relief crews are required.

Each day crew makes 20 trips per month and run 8760 miles.

Each night crew makes 16 trips per month and run 7008 miles.

Average Monthly Hours

Day Crews—217 Hours, 40 Minutes.

Night Crews—173 Hours, 19 Minutes.

Average Hours on Duty per Trip

Day Crews—10 Hours, 53 Minutes.

Night Crews—10 Hours, 50 Minutes.

(For earnings of crews assigned to above service see following page).

MONTHLY EARNINGS—DAY CREWS WORKING 17 WEEK DAYS AND THREE SUNDAYS

	Seventeen Week Days				Three Sundays				Total—Twenty Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$297.74	\$429.63	\$131.89	44.30	\$52.56	\$113.73	\$61.17	116.38	\$350.30	\$543.36	\$193.06	55.11
Trainman.....	198.05	286.67	88.62	44.74	34.95	75.88	40.93	117.11	233.00	362.60	129.60	55.62

MONTHLY EARNINGS—DAY CREWS WORKING EIGHTEEN WEEK DAYS AND TWO SUNDAYS

	Eighteen Week Days				Two Sundays				Total—Twenty Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$315.36	\$454.91	\$139.55	44.25	\$35.04	\$75.82	\$40.78	116.38	\$350.40	\$530.73	\$180.33	51.46
Trainman.....	209.70	303.53	93.83	44.74	23.30	50.59	27.29	117.11	233.00	354.12	121.12	51.98

MONTHLY EARNINGS—NIGHT CREWS WORKING THIRTEEN WEEK DAYS AND THREE SUNDAYS

	Thirteen Week Days				Three Sundays				Total—Sixteen Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$227.76	\$328.54	\$100.78	44.24	\$52.56	\$113.73	\$61.17	116.38	\$280.32	\$442.27	\$161.95	57.78
Trainman.....	151.46	219.22	67.76	44.74	34.95	75.88	40.93	117.11	186.41	295.10	108.69	58.31

MONTHLY EARNINGS—NIGHT CREWS WORKING FOURTEEN WEEK DAYS AND TWO SUNDAYS

	Fourteen Week Days				Two Sundays				Total—Sixteen Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$245.28	\$353.82	\$108.54	44.25	\$35.04	\$75.82	\$40.78	116.38	\$280.32	\$429.64	\$149.32	53.27
Trainman.....	163.11	236.08	72.97	44.74	23.30	50.59	27.29	117.11	186.41	286.67	100.26	53.78

OPERATION OF THROUGH PASSENGER CREWS BETWEEN ASSIGNED POINTS AS SHOWN—MONTH OF JUNE, 1919

RAILROAD	Points Operated Between		Miles Run	Train No.	No. of Crews on	Days Train Operated— Month of June, 1919	Time on Duty		Hours on Duty	
	From	To					Starting	Relieving	Hours	Min.
N. Y., N. H. & H....	New York, N. Y..... (G. C. Station)	Boston, Mass.....	229.09	20	{ 2 }	Daily { 26 Regular..... 4 Relief..... }	12.34 p.m.	7.04 p.m.	6	30
	Boston, Mass.....	New York, N. Y..... (G. C. Station)	229.09	19			12.34 p.m.	7.15 p.m.	6	41
	New York, N. Y..... (G. C. Station)	Boston, Mass.....	229.09	22	{ 2 }	Daily { 26 Regular..... 4 Relief..... }	2.31 p.m.	8.45 p.m.	7	14
	Boston, Mass.....	New York, N. Y..... (G. C. Station)	229.09	21			2.31 p.m.	8.45 p.m.	7	14
	New York, N. Y..... (G. C. Station)	Boston, Mass.....	229.09	2	{ 2 }	Daily { 26 Regular..... 4 Relief..... }	11.31 p.m.	6.51 a.m.	7	20
	Boston, Mass.....	New York, N. Y..... (G. C. Station)	229.09	1			11.31 p.m.	6.51 a.m.	7	20

Total Miles Run Per Month By Each Crew—5954

Total Hours on Duty

Crews on No. 20 and No. 19—170 Hours, 23 Minutes.
 Crews on No. 22 and No. 21—188 Hours, 4 Minutes.
 Crews on No. 2 and No. 1—190 Hours, 40 Minutes.

Average Hours on Duty

Crews on No. 20 and No. 19—6 Hours, 35 Minutes.
 Crews on No. 22 and No. 21—7 Hours, 14 Minutes.
 Crews on No. 2 and No. 1—7 Hours, 20 Minutes.

MONTHLY EARNINGS—CREWS WORKING TWENTY-TWO WEEK DAYS AND FOUR SUNDAYS

	Twenty-Two Week Days				Four Sundays				Total—Twenty-Six Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$201.52	\$290.69	\$89.17	44.25	\$36.64	\$79.28	\$42.64	116.38	\$238.16	\$369.97	\$131.81	55.34
Trainman.....	134.01	193.96	59.95	44.74	24.37	52.90	28.53	117.11	158.38	246.86	88.48	55.86

MONTHLY EARNINGS—CREWS WORKING TWENTY-THREE WEEK DAYS AND THREE SUNDAYS

	Twenty-Three Week Days				Three Sundays				Total—Twenty-Six Days			
	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent	Present	Proposed	Increase	Per Cent
Conductor.....	\$210.68	\$303.91	\$93.23	44.25	\$27.48	\$59.46	\$31.98	116.38	\$238.16	\$363.37	\$125.21	52.57
Trainman.....	140.10	202.78	62.68	44.74	18.28	39.67	21.39	117.11	158.38	242.45	84.07	53.08

**AVERAGE DAILY AND HOURLY EARNINGS OF CONDUCTORS AND TRAINMEN SHOWN ON EXAMPLES OF
THROUGH PASSENGER TRAINS, (EXHIBIT C-2) UNDER PRESENT RATES AND CONDITIONS,
AND EARNINGS WHICH WOULD ACCRUE UNDER REQUESTED RATES AND CONDITIONS**

ERIE RAILROAD

Crews working 18 week days and 2 Sundays

OCCUPATION	TRAINS	Average Daily Earnings		Average Hourly Earnings	
		Present	Proposition	Present	Proposition
Conductors.....	3 and 4.....	\$16.52	\$25.02	\$1.30	\$1.96
Conductors.....	5 and 6.....	16.52	25.02	1.384	2.096
Trainmen.....	3 and 4.....	10.99	16.60	.862	1.30
Trainmen.....	5 and 6.....	10.99	16.60	.92	1.398

Crews working 19 week days and 1 Sunday

Conductors.....	3 and 4.....	\$16.52	\$24.43	\$1.30	\$1.916
Conductors.....	5 and 6.....	16.52	24.43	1.384	2.046
Trainmen.....	3 and 4.....	10.99	16.30	.862	1.278
Trainmen.....	5 and 6.....	10.99	16.30	.92	1.365

For details of service and monthly earnings refer to Page No. 84

LEHIGH VALLEY RAILROAD

Crews working 13 week days and 2 Sundays

OCCUPATION	TRAINS	Average Daily Earnings		Average Hourly Earnings	
		Present	Proposition	Present	Proposition
Conductors.....	9 and 10.....	\$18.08	\$27.82	\$1.536	\$2.363
Conductors.....	5 and 6.....	18.08	27.82	1.446	2.226
Trainmen.....	9 and 10.....	12.02	18.56	1.021	1.577
Trainmen.....	5 and 6.....	12.02	18.56	.962	1.485

Crews working 12 week days and 3 Sundays

Conductors.....	9 and 10.....	\$18.08	\$28.69	\$1.536	\$2.437
Conductors.....	5 and 6.....	18.08	28.69	1.446	2.295
Trainmen.....	9 and 10.....	12.02	19.14	1.021	1.626
Trainmen.....	5 and 6.....	12.02	19.14	.962	1.531

Crews working 11 week days and 4 Sundays

Conductors.....	9 and 10.....	\$18.08	\$29.56	\$1.536	\$2.511
Conductors.....	5 and 6.....	18.08	29.56	1.446	2.365
Trainmen.....	9 and 10.....	12.02	19.72	1.021	1.675
Trainmen.....	5 and 6.....	12.02	19.72	.962	1.578

For details of service and monthly earnings refer to Page No. 85

NEW YORK CENTRAL RAILROAD
Crews working 17 week days and 3 Sundays

OCCUPATION	TRAINS	Average Daily Earnings		Average Hourly Earnings	
		Present	Proposition	Present	Proposition
Conductors.....	Day crews.....	\$17.52	\$27.17	\$1.609	\$2.496
Trainmen.....	Day crews.....	11.65	18.13	1.07	1.666

Crews working 18 week days and 2 Sundays

Conductors.....	Day crews.....	\$17.52	\$26.54	\$1.609	\$2.438
Trainmen.....	Day crews.....	11.65	17.71	1.07	1.627

Crews working 13 week days and 3 Sundays

Conductors.....	Night crews.....	\$17.52	\$27.64	\$1.618	\$2.552
Trainmen.....	Night crews.....	11.65	18.44	1.076	1.703

Crews working 14 week days and 2 Sundays

Conductors.....	Night crews.....	\$17.52	\$26.85	\$1.618	\$2.479
Trainmen.....	Night crews.....	11.65	17.92	1.076	1.654

For details of service and monthly earnings refer to Pages Nos. 86 and 87

NEW YORK, NEW HAVEN & HARTFORD RAILROAD
Crews working 22 week days and 4 Sundays

OCCUPATION	TRAINS	Average Daily Earnings		Average Hourly Earnings	
		Present	Proposition	Present	Proposition
Conductors.....	20 and 19.....	\$9.16	\$14.23	\$1.398	\$2.171
Conductors.....	22 and 21.....	9.16	14.23	1.266	1.967
Conductors.....	2 and 1.....	9.16	14.23	1.249	1.94
Trainmen.....	20 and 19.....	6.09	9.49	.929	1.449
Trainmen.....	22 and 21.....	6.09	9.49	.842	1.312
Trainmen.....	2 and 1.....	6.09	9.49	.831	1.294

Crews working 23 week days and 3 Sundays

Conductors.....	20 and 19.....	\$9.16	\$13.98	\$1.398	\$2.132
Conductors.....	22 and 21.....	9.16	13.98	1.266	1.932
Conductors.....	2 and 1.....	9.16	13.98	1.249	1.906
Trainmen.....	20 and 19.....	6.09	9.33	.829	1.423
Trainmen.....	22 and 21.....	6.09	9.33	.842	1.289
Trainmen.....	2 and 1.....	6.09	9.33	.831	1.271

For details of service and monthly earnings refer to Page No. 88

On page 239 in connection with deadheading, reference is made to men who "run light." It should be understood that when men "run light," that is as the term is generally understood, with an engine and caboose, they receive the full rate of pay the same as if they hauled a tonnage train, and owing to the conditions under which such "light" service is performed they enjoy great advantages in the higher rate of speed and being paid on the mileage basis.

On page 241 reference is made to the percentage increases received by conductors since 1913. Passenger conductors are shown as 33½%. In the East and Southeast passenger trainmen have been paid on the mileage basis with specified rates per mile, miles constituting a day, daily minima and monthly minima. Prior to January 1, 1919, the effective date of Supplement No. 16, issued by the United States Railroad Administration, the Western passenger service almost universally was paid on the monthly basis. On certain railroads a rate of \$134.20 was paid for mileage of 4,000 miles or less, and \$165.00 for mileage between 4,000 and 6,000, with a proportionate mileage rate for miles in excess of 6,000. There were other variations from these bases but in no instances was a strict mileage basis in effect. With the introduction of Supplement No. 16 the bases formerly in effect in the East and Southeast were extended to the entire Western territory. Certain re-arrangements of service no doubt have been made, but with the introduction of the mileage basis with a daily and also a monthly minimum which latter applied for 30 days of 150 miles each, and additional mileage made per day or per month being subject to the mileage rate, we are satisfied that if pay roll information were available it would be shown that passenger trainmen in the Western territory have experienced very considerable increases in monthly earnings. Prior to Supplement No. 16 it is our opinion that the average miles per month were approximately 5,500. Using the average mileage alone without considering the effect of the daily minimum would show earnings of \$220.00 as compared with \$165.00 for the maximum, prior to January 1, 1918. The men who received prior to January 1, 1918, \$134.20 for 4,000 miles or less, were increased to \$180.00 for 4,500 miles or less subject also to the daily minimum applicable to each day in which service is performed. For illustration—A man may run 300 miles on Monday and 100 miles on Tuesday. He would have to be paid 300 miles for Monday while for Tuesday he would be paid 150. Without a study of the payrolls of the individual railroads, the effect of the replacement of the former basis of pay by an entirely new basis cannot be comprehended.

The increase is shown for through freight conductors 33% and local freight conductors 29%. We submit that these percentage increases only deal with the basic day of 100 miles and convey no proper index to the true increase which the employees in these classes of service have enjoyed through the fact that the increase they received from the United States Railroad Administration was based on the daily rate notwithstanding the mileage factor in pay results in enhanced earnings per hour as the speed of the train exceeds the 12½ miles per hour basis and the runs exceed 100 miles.

For the information of the Board, we have prepared and submit the following statements showing the effect of the proposed rates and conditions on certain crews operating through freight trains between assigned points, month of June, 1919.

OPERATION OF THROUGH FREIGHT CREWS BETWEEN ASSIGNED POINTS—MONTH OF JUNE, 1919
DELAWARE, LACKAWANNA & WESTERN RAILROAD

TRAIN "EXTRA"—OPERATED BETWEEN ELMIRA, N. Y., AND BUFFALO, N. Y.						TRAIN "EXTRA"—OPERATED BETWEEN BUFFALO, N. Y., AND ELMIRA, N. Y.					
Day	Miles Run	Spread of Day		Hrs. on Duty		Day	Miles Run	Spread of Day		Hrs. on Duty	
		Reported	Relieved	Hours	Min.			Reported	Relieved	Hours	Min.
1	141	9.35 am	3.35 pm	6	00	1	141	11.45 am	10.20 pm	10	35
2	141	9.30 am	4.00 pm	6	30	2	141	9.15 am	6.25 pm	9	10
3	141	9.30 am	4.10 pm	6	40	3	141	10.15 am	7.10 pm	8	55
4	141	9.30 am	4.40 pm	7	10	4	141	11.15 am	8.35 pm	9	20
5	141	9.30 am	4.10 pm	6	40	5	141	10.15 am	7.20 pm	9	5
6	141	9.30 am	4.30 pm	7	00	6	141	10.05 am	7.00 pm	8	55
7	141	9.30 am	4.30 pm	7	00	7	141	10.30 am	8.30 pm	10	00
8	141	9.30 am	4.10 pm	6	40	8	141	10.45 am	9.45 pm	11	00
9	141	9.45 am	4.40 pm	6	55	9	141	10.15 am	9.00 pm	10	45
10	141	9.30 am	4.40 pm	7	10	10	141	10.45 am	10.55 pm	12	10
11	141	9.30 am	5.00 pm	7	30	11	141	10.45 am	9.00 pm	10	15
12	141	9.30 am	4.25 pm	6	55	12	141	10.45 am	7.00 pm	8	15
13	141	9.30 am	4.40 pm	7	10	13	141	11.10 am	10.20 pm	11	10
14	141	9.45 am	4.35 pm	6	50	14	141	11.15 am	7.30 pm	8	15
15	141	9.45 am	4.45 pm	7	00	15	141	11.05 am	6.40 pm	7	35
16	141					16	141				
17	141					17	141				
18	141					18	141				
19	141					19	141				
20	141					20	141				
21	141					21	141				
22	141					22	141				
23	141					23	141				
24	141					24	141				
25	141					25	141				
26	141					26	141				
27	141					27	141				
28	141					28	141				
29	141					29	141				
30	141					30	141				

Crew—One Conductor, One Flagman and Two Brakemen.

Week days operated.....	25
Sundays operated.....	5
Miles run week days.....	3525
Miles run Sundays.....	705
Total overtime made.....	53 minutes.
Total hours on duty.....	249 hours, 35 minutes.
Average hours per day or trip.....	8 hours, 19 minutes.

COST OF OPERATION

OCCUPATION	UNDER SUPPLEMENT No. 16			UNDER PROPOSITION		
	Miles	Overtime	Total	Miles	Overtime	Total
Conductor.....	\$228.42	\$0.60	\$229.02	\$350.56	\$1.27	\$351.83
Flagman.....	172.58	.45	173.03	269.45	.97	270.42
Two Brakemen.....	345.16	.90	346.06	538.90	1.94	540.84
Total.....	\$746.16	\$1.95	\$748.11	\$1158.91	\$4.18	\$1163.09

INCREASE—PROPOSITION OVER SUPPLEMENT No. 16

OCCUPATION	MILES		OVERTIME		TOTAL	
	Amount	Percent	Amount	Percent	Amount	Percent
Conductor.....	\$122.14	53.48	\$0.67	111.66	\$122.81	53.63
Flagman.....	96.87	56.13	.52	115.55	97.39	56.29
Two Brakemen.....	193.74	56.13	1.04	115.55	194.78	56.29
Total.....	\$412.75	55.31	\$2.23	114.36	\$414.98	55.47

OCCUPATION	AVERAGE DAILY EARNINGS		AVERAGE HOURLY EARNINGS	
	Present	Proposition	Present	Proposition
Conductor.....	\$7.63	\$11.73	\$0.918	\$1.41
Flagmen and Brakemen.....	5.77	9.01	.693	1.083

OPERATION OF THROUGH FREIGHT CREWS BETWEEN ASSIGNED POINTS—MONTH OF JUNE, 1919
ERIE RAILROAD

SCHEDULE RUN No. 1—OPERATED BETWEEN SUSQUEHANNA, N. Y., AND HORNELL, N. Y.						SCHEDULE RUN No. 1—OPERATED BETWEEN HORNELL, N. Y., AND SUSQUEHANNA, N. Y.					
Day	Miles Run	Spread of Day		Hrs. on Duty		Day	Miles Run	Spread of Day		Hrs. on Duty	
		Reported	Relieved	Hours	Min.			Reported	Relieved	Hours	Min.
1						1	140	7.00 pm	11.20 pm	4	20
2	140	1.45 am	3.05 pm	13	20	2	140	6.15 am	4.30 pm	10	15
3						3	140	6.30 pm	5.30 am	11	00
4	140	12.35 am	12.40 pm	12	05	4	140	1.30 am	12.10 pm	10	40
5						5	140	8.00 pm	8.00 am	12	00
6	140	4.05 am	4.16 pm	12	11	6	140	8.30 pm	7.35 am	11	05
7						7	140	11.30 pm	12.50 pm	13	20
8	140	11.55 pm	8.00 am	8	05	8	140	10.30 pm	9.57 am	11	27
9						9	140	8.10 pm	1.30 am	5	20
10	140	11.55 pm	1.30 pm	13	35	10	140	6.30 pm	4.30 am	10	00
11						11	140	10.30 pm	11.35 am	13	05
12	140	12.30 am	8.15 am	7	45	12	140	4.45 am	2.45 pm	10	00
13						13	140	8.30 pm	7.55 am	11	25
14	140	12.15 am	6.10 am	5	55	14	140	11.30 pm	9.20 am	9	50
15						15	140	5.30 pm	4.05 am	10	35
16	140	1.45 am	1.15 pm	11	30	16	140				
17						17	140				
18	140	11.55 pm	10.55 am	11	00	18	140				
19						19	140				
20	140	11.55 pm	1.10 pm	13	15	20	140				
21						21	140				
22	140	12.35 am	8.30 am	7	55	22	140				
23						23	140				
24	140	5.35 am	5.50 pm	12	15	24	140				
25						25	140				
26	140	11.55 pm	8.05 am	8	10	26	140				
27						27	140				
28	140	4.05 am	6.05 pm	14	00	28	140				
29						29	140				
30	140	11.55 pm	7.15 am	7	20	30	140				

Crew—One Conductor, One Flagman and Two Brakemen.

Week days operated.....	25
Sundays Operated.....	5
Miles run week days.....	3500
Miles run Sundays.....	700
Overtime made.....	17 hours, 52 minutes.
Total hours on duty.....	312 hours, 51 minutes.
Average hours per day or trip.....	10 hours, 25 minutes.

COST OF OPERATION

OCCUPATION	UNDER SUPPLEMENT No. 16			UNDER PROPOSITION		
	Miles	Overtime	Total	Miles	Overtime	Total
Conductor.....	\$226.80	\$12.06	\$238.86	\$348.08	\$25.67	\$373.75
Flagman.....	171.36	9.12	180.48	267.54	19.70	287.24
Two Brakemen.....	342.72	18.24	360.96	535.08	39.40	574.48
Total.....	\$740.88	\$39.42	\$780.30	\$1150.70	\$84.77	\$1235.47

INCREASE—PROPOSITION OVER SUPPLEMENT No. 16

OCCUPATION	MILES		OVERTIME		TOTAL	
	Amount	Percent	Amount	Percent	Amount	Percent
Conductor.....	\$121.28	53.47	\$13.61	112.85	\$134.89	56.46
Flagman.....	96.18	56.13	10.58	116.01	106.76	59.26
Two Brakemen.....	192.36	56.13	21.16	116.01	213.52	59.26
Total.....	\$409.82	55.31	\$45.35	115.04	\$455.17	58.33

OCCUPATION	AVERAGE DAILY EARNINGS		AVERAGE HOURLY EARNINGS	
	Present	Proposition	Present	Proposition
Conductor.....	\$7.96	\$12.46	\$0.763	\$1.194
Flagmen and Brakemen.....	6.02	9.57	.577	.918

OPERATION OF THROUGH FREIGHT CREWS BETWEEN ASSIGNED POINTS—MONTH OF JUNE 1919.
ERIE RAILROAD

SCHEDULE RUN No. 1—OPERATED BETWEEN HORNELL, N. Y. AND SUSQUEHANNA, N. Y.					SCHEDULE RUN No. 1—OPERATED BETWEEN SUSQUEHANNA, N. Y. AND HORNELL, N. Y.				
Day	Miles Run	Spread of Day		Hrs. on Duty	Day	Miles Run	Spread of Day		Hrs. on Duty
		Reported	Relieved	Hours Min.			Reported	Relieved	Hours Min.
1	140	12.35 am	9.55 am	9 25	1	140	2.15 am	3.00 pm	12 45
2	140	1.45 am	12.30 pm	10 45	2	140	10.15 pm	12.30 pm	14 15
3	140	11.55 pm	8.15 am	8 20	3	140	1.45 pm	3.25 pm	13 40
4	140	1.45 am	3.11 pm	13 26	4	140	5.00 pm	2.40 am	9 40
5	140	11.55 pm	10.30 am	10 35	5	140	4.00 am	3.25 pm	11 25
6	140	11.55 pm	10.35 am	10 40	6	140	6.30 pm	5.30 am	11 00
7	140	11.55 pm	1.30 pm	13 35	7	140	5.30 pm	5.45 am	12 15
8	140	11.55 pm	1.17 pm	13 22	8	140	7.15 pm	8.15 am	13 00
9	140	1.00 am	10.05 am	9 05	9	140	8.30 pm	8.35 am	12 05
10	140	12.35 am	9.30 am	8 55	10	140	11.30 pm	9.45 am	10 15
11	140	11.55 pm	12.10 pm	12 15	11	140	6.30 pm	3.35 am	9 05
12	140	2.55 am	4.07 pm	13 12	12	140	4.45 am	2.50 pm	10 05
13	140	2.45 am	10.50 am	8 05	13	140	6.30 pm	4.40 am	10 10
14	140	12.35 am	3.20 pm	14 45	14	140	3.00 am	12.00 pm	9 00
15	140	11.55 pm	8.05 am	8 10	15	140	5.30 pm	6.02 am	12 32
16	140				16	140			
17	140				17	140			
18	140				18	140			
19	140				19	140			
20	140				20	140			
21	140				21	140			
22	140				22	140			
23	140				23	140			
24	140				24	140			
25	140				25	140			
26	140				26	140			
27	140				27	140			
28	140				28	140			
29	140				29	140			
30	140				30	140			

Crew—One Conductor, one Flagman and two Brakemen.

Week days operated.....	25
Sundays operated.....	5
Miles run week days.....	3500
Miles run Sundays.....	700
Overtime made.....	25 hours, 48 minutes.
Total hours on duty.....	336 hours, 1 minute.
Average hours per day or trip.....	11 hours, 12 minutes.

COST OF OPERATION

OCCUPATION	UNDER SUPPLEMENT No. 16			UNDER PROPOSITION		
	Miles	Overtime	Total	Miles	Overtime	Total
Conductor.....	\$226.80	\$17.42	\$244.22	\$348.08	\$37.06	\$385.14
Flagman.....	171.36	13.16	184.52	267.54	28.44	295.98
Two Brakemen.....	342.72	26.32	369.04	535.08	56.88	591.96
Total.....	\$740.88	\$56.90	\$797.78	\$1150.70	\$122.38	\$1273.08

INCREASE—PROPOSITION OVER SUPPLEMENT No. 16

OCCUPATION	MILES		OVERTIME		TOTAL	
	Amount	Per cent	Amount	Per cent	Amount	Per cent
Conductor.....	\$121.28	53.47	\$19.64	112.74	\$140.92	57.71
Flagman.....	96.18	56.13	15.28	116.11	111.46	60.41
Two Brakemen.....	192.36	56.13	30.56	116.11	222.92	60.41
Total.....	\$409.82	55.31	\$65.48	115.08	\$475.30	59.58

OCCUPATION	AVERAGE DAILY EARNINGS		AVERAGE HOURLY EARNINGS	
	Present	Proposition	Present	Proposition
Conductor.....	\$8.14	\$12.84	\$0.727	\$1.146
Flagmen and Brakemen.....	6.15	9.87	.549	.881

OPERATION OF THROUGH FREIGHT CREWS BETWEEN ASSIGNED POINTS—MONTH OF JUNE, 1919.

NEW YORK CENTRAL RAILROAD

Train DB-1—Dewitt to East Buffalo, 150 Miles

Train XN-2—East Buffalo to Minoa, 154 Miles

Date	Time Reported for Westbound Trip	Time Released on Westbound Trip	Time Reported for Eastbound Trip	Time Released on Eastbound Trip	Mileage	Time on Duty	
						Hours	Minutes
1			9.30 am	7.00 pm	154	9	30
2	12.30 pm	10.43 pm			150	10	13
3			9.30 am	8.55 pm	154	11	25
4	12.30 pm	12.45 am			150	12	15
5			9.30 am	6.50 pm	154	9	20
6	12.30 pm	1.50 am			150	13	20
7			1.30 pm	9.30 pm	154	8	00
8	12.30 pm	11.50 pm			150	11	20
9			9.30 am	7.00 pm	154	9	30
10	12.30 pm	12.15 am			150	11	45
11			9.30 am	6.15 pm	154	8	45
12	12.30 pm	11.20 pm			150	10	50
13			12.45 pm	8.45 pm	154	8	00
14	12.30 pm	11.55 pm			150	11	25
15			1.00 pm	8.30 pm	154	7	30
16	12.30 pm	11.00 pm			150	10	30
17			9.30 am	5.55 pm	154	8	25
18	12.30 pm	1.10 am			150	12	40
19			12.45 pm	8.40 pm	154	7	55
20	12.30 pm	9.25 pm			150	8	55
21			1.00 pm	10.15 pm	154	9	15
22	12.30 pm	10.35 pm			150	10	05
23			9.30 am	5.25 pm	154	7	55
24	12.30 pm	10.55 pm			150	10	25
25			12.45 pm	8.15 pm	154	7	30
26	12.30 pm	11.30 pm			150	11	00
27			12.45 pm	7.15 pm	154	6	30
28	12.30 pm	10.40 pm			150	10	10
29			9.30 am	5.45 pm	154	8	15
30	12.30 pm	11.35 pm			150	11	05

Crew—One Conductor, one Flagman and two Brakemen.

Total days worked.....	30; week days, 25; Sundays, 5.
Total miles run.....	4560; week days, 2798; Sundays, 792.
Total hours on duty.....	293 hours, 43 minutes.
Overtime made.....	2 hours, 15 minutes.
Average hours on duty.....	9 hours, 48 minutes.

MONTHLY EARNINGS

OCCUPATION	UNDER SUPPLEMENT No. 16			UNDER PROPOSITION		
	Miles	Overtime	Total	Miles	Overtime	Total
Conductor.....	\$246.24	\$1.52	\$247.76	\$377.99	\$3.23	\$381.22
Flagman.....	186.05	1.15	187.20	290.53	2.48	293.01
Two Brakemen.....	372.10	2.30	374.40	581.06	4.96	586.02
Total.....	\$804.39	\$4.97	\$809.36	\$1249.58	\$10.67	\$1260.25

INCREASE—PROPOSITION OVER SUPPLEMENT No. 16

OCCUPATION	MILES		OVERTIME		TOTAL	
	Amount	Per cent	Amount	Per cent	Amount	Per cent
Conductor.....	\$131.75	53.51	\$1.71	112.50	\$133.46	53.86
Flagman.....	104.48	56.16	1.33	115.65	105.81	56.52
Two Brakemen.....	208.96	56.16	2.66	115.65	211.62	56.52
Total.....	\$445.19	55.34	\$5.70	114.69	\$450.89	55.71

OCCUPATION	AVERAGE DAILY EARNINGS		AVERAGE HOURLY EARNINGS	
	Present	Proposition	Present	Proposition
Conductor.....	\$8.26	\$12.71	\$0.844	\$1.298
Flagmen and Brakemen.....	6.24	9.77	.637	.998

**OPERATION OF THROUGH FREIGHT CREWS BETWEEN ASSIGNED POINTS—MONTH OF JUNE, 1919.
NEW YORK, NEW HAVEN & HARTFORD RAILROAD**

TRAIN HB No. 4—OPERATED BETWEEN NEW HAVEN, CONN., AND SOUTH BOSTON, MASS.						TRAIN BH No. 1—OPERATED BETWEEN SOUTH BOSTON, MASS., AND NEW HAVEN, CONN.					
Day	Miles Run	Spread of Day		Hrs. on Duty		Day	Miles Run	Spread of Day		Hrs. on Duty	
		Reported	Relieved	Hours	Min.			Reported	Relieved	Hours	Min.
1	Sunday					1	Sunday				
2	156	9.40 pm	5.40 am	8	00	2					
3						3	156	5.00 pm	12.57 am	7	57
4	156	9.40 pm	5.50 am	8	10	4					
5						5	156	5.00 pm	10.57 pm	5	57
6	156	9.40 pm	7.25 am	9	45	6					
7						7	156	5.00 pm	11.07 pm	6	07
8	Sunday					8	Sunday				
9	156	9.40 pm	5.45 am	8	05	9					
10						10	156	5.00 pm	11.50 pm	6	50
11	156	9.40 pm	5.15 am	7	35	11					
12						12	156	5.00 pm	11.24 pm	6	24
13	156	9.40 pm	5.35 am	7	55	13					
14						14	156	5.00 pm	11.30 pm	6	30
15	Sunday					15	Sunday				
16	156	9.40 pm	5.35 am	7	55	16					
17						17	156	5.00 pm	11.14 pm	6	14
18	156	9.40 pm	6.05 am	8	25	18					
19						19	156	5.00 pm	11.30 pm	6	30
20	156	9.40 pm	8.57 am	11	17	20					
21						21	156	5.00 pm	11.00 pm	6	00
22	Sunday					22	Sunday				
23	156	9.40 pm	5.55 am	8	15	23					
24						24	156	5.00 pm	12.21 am	7	21
25	156	9.40 pm	4.55 am	7	15	25					
26						26	156	5.00 pm	2.58 am	9	58
27	156	9.40 pm	11.25 am	13	45	27					
28						28	156	5.25 pm	11.40 pm	6	15
29	Sunday					29	Sunday				
30	156	9.40 pm	5.20 am	7	40	30					

Crew—One Conductor, one Flagman and one Brakeman.

Days operated.....	25
Miles run.....	3900
Overtime made.....	1 hour, 16 minutes.
Total hours on duty.....	196 hours, 5 minutes.
Average hours per day or trip.....	7 hours, 50 minutes.

COST OF OPERATION

OCCUPATION	UNDER SUPPLEMENT No. 16			UNDER PROPOSITION		
	Miles	Overtime	Total	Miles	Overtime	Total
Conductor.....	\$210.60	\$0.85	\$211.45	\$298.35	\$1.82	\$300.17
Flagman.....	159.12	.65	159.77	229.32	1.40	230.72
Brakemen.....	159.12	.65	159.77	229.32	1.40	230.72
Total.....	\$528.84	\$2.15	\$530.99	\$756.99	\$4.62	\$761.61

INCREASE—PROPOSITION OVER SUPPLEMENT No. 16

OCCUPATION	MILES		OVERTIME		TOTAL	
	Amount	Per cent	Amount	Per cent	Amount	Per cent
Conductor.....	\$ 87.75	41.67	\$ 0.97	114.12	\$ 88.72	41.95
Flagman.....	70.20	44.11	.75	115.38	70.95	44.41
Brakeman.....	70.20	44.11	.75	115.38	70.95	44.41
Total.....	\$228.15	43.14	\$2.47	114.88	\$230.62	43.43

OCCUPATION	AVERAGE DAILY EARNINGS		AVERAGE HOURLY EARNINGS	
	Present	Proposition	Present	Proposition
Conductor.....	\$8.46	\$12.01	\$1.078	\$1.531
Flagmen and Brakemen.....	6.39	9.23	.815	1.177

OPERATION OF THROUGH FREIGHT CREWS BETWEEN ASSIGNED POINTS—MONTH OF JUNE, 1919
NEW YORK, NEW HAVEN & HARTFORD RAILROAD

TRAIN BH No. 1—OPERATED BETWEEN SOUTH BOSTON, MASS. AND NEW HAVEN, CONN.					TRAIN HB No. 4—OPERATED BETWEEN NEW HAVEN, CONN. AND SOUTH BOSTON, MASS				
Day	Miles Run	Spread of Day		Hrs. on Duty	Day	Miles Run	Spread of Day		Hrs. on Duty
		Reported	Relieved	Hours Min.			Reported	Relieved	Hours Min.
1	Sunday				1	Sunday			
2	156	5.03 pm	1.25 am	8 22	2	156	9.40 pm	6.05 am	8 25
3					3				
4	156	5.03 pm	12.25 am	7 22	4	156	9.40 pm	5.10 am	7 30
5					5	156	9.40 pm	6.05 am	8 25
6	156	5.03 pm	11.55 pm	6 52	6	156	9.40 pm	5.00 am	7 20
7					7	156	9.40 pm	7.55 am	10 15
8	Sunday				8	Sunday			
9	156	5.03 pm	12.55 am	7 52	9	156	9.40 pm	6.00 am	8 20
10					10	156	9.40 pm	6.15 am	8 35
11	156	5.03 pm	11.30 pm	6 27	11	156	9.40 pm	6.05 am	8 25
12					12	156	9.40 pm	6.13 am	8 33
13	156	5.03 pm	11.35 pm	6 32	13	Sunday			
14					14	156	9.40 pm	6.00 am	8 20
15	Sunday				15	156	9.40 pm	6.05 am	8 25
16	156	5.03 pm	11.58 pm	6 55	16	156	9.40 pm	6.00 am	8 20
17					17	156	9.40 pm	6.05 am	8 25
18	156	5.03 pm	11.43 pm	6 40	18	156	9.40 pm	6.00 am	8 20
19					19	156	9.40 pm	6.05 am	8 25
20	156	5.03 pm	1.20 am	8 17	20	156	9.40 pm	6.00 am	8 20
21					21	156	9.40 pm	6.05 am	8 25
22	Sunday				22	Sunday			
23	156	5.03 pm	11.13 pm	6 10	23	156	9.40 pm	6.00 am	8 20
24					24	156	9.40 pm	6.05 am	8 25
25	156	5.03 pm	2.00 am	8 57	25	156	9.40 pm	6.00 am	8 20
26					26	156	9.40 pm	6.05 am	8 25
27	156	5.03 pm	11.32 pm	6 29	27	156	9.40 pm	6.00 am	8 20
28					28	156	9.40 pm	6.05 am	8 25
29	Sunday				29	Sunday			
30	156	5.03 pm	2.00 am	8 57	30	156	9.40 pm	6.00 am	8 20

Crew—One Conductor, One Flagman and One Brakeman.

Days operated..... 25
Miles run..... 3900
Overtime made..... None
Total hours on duty..... 196 hours, 45 minutes.
Average hours per day or trip..... 7 hours, 52 minutes.

COST OF OPERATION

OCCUPATION	UNDER SUPPLEMENT No. 16			UNDER PROPOSITION		
	Miles	Overtime	Total	Miles	Overtime	Total
Conductor.....	\$210.60	None	\$210.60	\$298.35	None	\$298.35
Flagman.....	159.12	None	159.12	229.32	None	229.32
Brakeman.....	159.12	None	159.12	229.32	None	229.32
Total.....	\$528.84		\$528.84	\$756.99		\$756.99

INCREASE—PROPOSITION OVER SUPPLEMENT No. 16

OCCUPATION	MILES		OVERTIME		TOTAL	
	Amount	Per cent	Amount	Per cent	Amount	Per cent
Conductor.....	\$87.75	41.67	None	None	\$87.75	41.67
Flagman.....	70.20	44.11	None	None	70.20	44.11
Brakeman.....	70.20	44.11	None	None	70.20	44.11
	\$228.15	43.14			\$228.15	43.14

OCCUPATION	AVERAGE DAILY EARNINGS		AVERAGE HOURLY EARNINGS	
	Present	Proposition	Present	Proposition
Conductor.....	\$8.42	\$11.93	\$1.07	\$1.516
Flagmen and Brakemen.....	6.36	9.17	.808	1.165

On page 241 of the minutes of April 22nd, statement is made:

"Through Freight conductors 33%, local freight conductors 29%."

We assume that in arriving at these percentages the increase in the mileage rate was used and no consideration was given to the granting of time and one-half for overtime in freight service which was granted as a wage increase. This was effective December 1st, 1919. No data has been prepared showing the effect that this has on the wages of the employees in that class of service, and which would require considerable time to compile. The effect, however, in our judgment, must be to materially increase compensation.

For convenient reference we again quote the Director General's memorandum of November 15th, 1919:

"The argument which at all times has been urged as a basis for time and one-half for overtime in road service is that since other classes of employees are allowed time and one-half after eight hours or 10 hours, it is an unjust discrimination to deny employees in road service time and one-half for overtime.

"I have given the most careful consideration to this contention and I am satisfied it is not well founded. Employees in road service enjoy a method of pay which is entirely different from the method enjoyed by all other employees, because all others work exclusively on an hourly basis. Employees in road freight service have the privilege of earning their day's pay in less than the standard day, provided their train makes a better speed than 12½ miles per hour. I believe this fundamental difference in the method of allowing compensation relieves the situation of any claim of unjust discrimination in the respect indicated.

"Along with this argument there is also the contention that the time and one-half for overtime is necessary as a punitive share to compel trains to be operated at a speed of not less than 12½ miles per hour. I do not believe this contention is well founded. It seems reasonably clear that a large proportion of freight trains can not be operated economically on as high an average speed basis as 12½ miles per hour, and I do not believe an absolute unqualified penalty should be imposed for failing to do a thing which can not reasonably be done.

"If this matter had to be decided exclusively on the contentions which have been presented to me, I could find no justification for deciding otherwise than that time and one-half for overtime ought not to be allowed in road service. But there is another phase of this matter which has not been presented to me in any definite way by anyone interested either for or against punitive overtime. My study of the matter, however, has brought this entirely distinct feature clearly to my attention, and I can not conscientiously dispose of the matter without giving full weight to this entirely distinct consideration.

"It seems to me that those freight train employees who are habitually employed in freight service which does not rise above and generally falls below a speed basis of 12½ miles per hour do not receive a compensation which is relatively sufficient as compared with train service employees in freight service whose trains habitually make a speed of not less than 12½ miles per hour with a general tendency to make a higher basis, or as compared with employees in passenger train service. It is evident that in order for these employees in this slower freight service to earn anything like the compensation obtained in this faster freight service they must in general work exceedingly long hours, and hence that their position is relatively unfavorable.

"It seems to me that the best way to accomplish the giving of reasonable additional compensation to the employees in this slower freight service so as to remove the unjust discrimination which in a broad and general way it seems to me exists between them and the employees in this faster freight service, is on the one hand to allow time and one-half for overtime, and on the other hand to cut out in all freight service all special arbitraries and allowances of every character, including initial terminal delays and final terminal delays. I believe these steps will substantially correct the inequalities which now exist and will put the compensation for freight train service upon a much fairer basis than now exists.

"I am therefore willing to establish December 1, 1919, the time and one-half for overtime in road freight service provided the train and enginemen will accept such a basis in lieu of all special allowances and arbitraries of every character and will do this for the railroads as a whole.

"I have no doubt that an incidental benefit arising from this course will be that it will tend to correct extreme cases of unnecessarily slow trains, although I do not believe it can or ought to result in raising all trains to the 12½ mile speed basis.

"The proposition herewith made is shown in detail by the amendments on the attached copies of Supplements Nos. 15 and 16. It is the purpose of the Railroad Administration, by these amendments and by any necessary instructions, to prohibit abuses which might otherwise arise by reason of the elimination of the various arbitraries, special allowances, etc.

"Time and one-half for overtime is not to be so applied as to increase the payments which will be made as a result of any held-away-from-home-terminal rule."

On pages 241 and 244, inclusive, request is made that under Supplement No. 16 the ratio established therein be maintained on a percentage basis, namely passenger brakemen and flagmen, 66⅔%, through freight brakemen 75½%, local freight brakemen 75⅔% of the conductor's rate in each of the classes named.

Generally speaking, in the Western territory prior to 1902 the mileage rate in through freight service for conductors was 3c per mile, brakemen 2c, the hourly rate being 30c and 20c respectively on the basis of 10 miles per hour. In 1903 in a concerted movement the conductors and brakemen received an increase of 15% over the then existing rates, making the conductors' rate \$.0345 and the brakemen's rate \$.023 per mile, a differential of \$1.15 per day. In the 1907 move-

ment the rates were raised to \$3.80 for the conductor and \$2.53 for the brakemen, making a differential of \$1.27. In 1910 both classes in this territory received a 10% increase making conductors \$4.18 and brakemen \$2.78, creating a differential of \$1.40 per day, which was maintained up to the time of government control and was changed by the issuance of General Order No. 27 which fixed a rate for conductors of \$5.04 and brakemen \$3.88, reducing the differential per day to \$1.16, which we understand was justified on the cost of living basis at that time, in an effort to bring the lower paid man to a higher level. This was subsequently changed by Supplement No. 16, effective January 1, 1919, which fixed a rate of \$5.40 for conductors and \$4.08 for brakemen, establishing a differential of \$1.32, restoring the long established differential, but in doing so increasing the conductor 36c per day and the brakemen 20c per day over the daily rates established by General Order No. 27.

In the Western territory prior to Supplement No. 16 practically all the local freight service received monthly rates of pay for the working days of the month. Whenever the mileage exceeded 100 miles it was generally the practice to pay the pro rata of the mileage rates for the excess above 100 miles. The service under Supplement No. 16 is established on the mileage basis, preserving former higher rates produced by General Order No. 27, which makes it very difficult to make a comparison due to the change in the basis of pay.

The tables which follow on pages 100 to 106, inclusive, covering the Eastern and Southeastern territories, makes comparison between the rates in passenger and through and local freight service. It is possible to make such a comparison because of all classes of service having been on uniform bases during the period covered by the statement. It was not possible to make such a comparison in the West for the reasons explained above.

**TABLE SHOWING AMOUNT AND PER CENT OF DIFFERENTIAL IN DAILY RATES
OF OTHER TRAINMEN AS COMPARED WITH CONDUCTORS RATES**

EASTERN TERRITORY

1910

OCCUPATION	PASSENGER			THROUGH FREIGHT			LOCAL FREIGHT		
	Rate	Differential		Rate	Differential		Rate	Differential	
		Amount	Per cent		Amount	Per cent		Amount	Per cent
Conductors.....	\$4.20	\$.....	.....	\$3.63	\$.....	.....	\$3.975	\$.....	.....
Ticket Collectors.....	3.35	0.85	79.76	.....	.....	.....	.....	.....	.....
Baggagemen.....	2.75	1.45	65.48	.....	.....	.....	.....	.....	.....
Flagmen.....	2.60	1.60	61.90	2.525	1.105	69.56	2.80	1.175	70.44
Brakemen.....	2.55	1.65	60.71	2.42	1.21	66.67	2.70	1.275	67.92

1913

Conductors.....	\$4.50	\$.....	.....	\$4.00	\$.....	.....	\$4.50	\$.....	.....
Ticket Collectors.....	3.57	0.93	79.33	.....	.....	.....	.....	.....	.....
Baggagemen.....	2.75	1.75	61.11	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	2.60	1.90	57.78	2.67	1.33	66.75	3.00	1.50	66.67
Head End Brakeman.....	2.55	1.95	56.67	.....	.....	.....	.....	.....	.....

GENERAL ORDER No. 27

Conductors.....	\$5.38	\$.....	.....	\$4.82	\$.....	.....	\$5.42	\$.....	.....
Ticket Collectors.....	4.12	1.26	76.58	.....	.....	.....	.....	.....	.....
Baggagemen.....	3.87	1.51	71.93	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	3.67	1.71	68.22	3.72	1.10	77.18	4.19	1.23	77.31
Head End Brakemen.....	3.62	1.76	67.28	.....	.....	.....	.....	.....	.....

SOUTHEASTERN TERRITORY

1910

Conductors.....	\$3.75	\$.....	.....	\$3.55	\$.....	.....	\$4.15	\$.....	.....
Baggagemen.....	2.30	1.45	61.33	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	2.20	1.55	58.67	2.35	1.20	66.20	2.63	1.52	63.37

1913

Conductors.....	\$4.50	\$.....	.....	\$4.10	\$.....	.....	\$4.50	\$.....	.....
Baggagemen.....	2.90	1.60	64.44	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	2.70	1.80	60.00	2.75	1.35	67.07	3.00	1.50	66.67

GENERAL ORDER No. 27

Conductors.....	\$5.38	\$.....	.....	\$4.94	\$.....	.....	\$5.42	\$.....	.....
Baggagemen.....	4.02	1.36	74.72	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	3.79	1.59	70.45	3.84	1.10	77.73	4.19	1.23	77.31

Note.—Prior to Supplement No. 16 to General Order No. 27 there was no rate established in the Southeastern territory for Ticket Collectors.

WESTERN TERRITORY

1910—AND AFTER THE APPLICATION OF GENERAL ORDER No. 27.

In the Western territory prior to Supplement No. 16 to General Order No. 27, which was effective as of January 1, 1919, passenger and local freight service were paid on a monthly basis with very few exceptions. For that reason the following rates are used:

OCCUPATION	PASSENGER				LOCAL FREIGHT			
	Minimum		Maximum		Minimum		Maximum	
	1910	G. O. No. 27	1910	G. O. No. 27	1910	G. O. No. 27	1910	G. O. No. 27
Conductors.....	\$134.20	\$161.50	\$165.00	\$187.00	\$125.25	\$153.85	\$139.15	\$165.75
Baggagemen.....	71.50	101.52	110.00	140.25	75.00	105.75	84.00	117.60
Flagmen and Brakemen.....	68.75	97.29	104.00	135.15				

Daily rates shown in the following table were obtained by dividing the monthly rates by thirty (30) for passenger service and by dividing monthly rates by twenty-six (26) for local freight service:

PASSENGER SERVICE

OCCUPATION	1910						GENERAL ORDER No. 27					
	Rates		Differential				Rates		Differential			
			Minimum		Maximum				Minimum		Maximum	
	Min.	Max.	Amt.	Per Cent	Amt.	Per Cent	Min.	Max.	Amt.	Per Cent	Amt.	Per Cent
Conductors.....	\$4.47	\$5.50	\$.....	.....	\$.....	.....	\$5.38	\$6.23	\$.....	.....	.....	.....
Baggagemen.....	2.38	3.67	2.09	53.0	1.83	66.7	3.38	4.67	2.00	62.8	\$1.56	75.0
Brakemen.....	2.29	3.47	2.18	51.2	2.03	63.1	3.24	4.50	2.14	60.0	1.73	72.2

LOCAL FREIGHT SERVICE

Conductors.....	\$4.82	\$5.35	\$.....	.....	\$.....	.....	\$5.92	\$6.37	\$.....	.....	\$.....	.....
Flagmen and Brakemen.....	2.88	3.23	1.94	60.0	2.12	60.4	4.07	4.52	1.85	68.8	\$1.85	71.0

THROUGH FREIGHT SERVICE

Conductors.....	.....	\$4.18	.....	.....	\$.....	.....	\$5.04	.....	.....	\$.....	.....
Flagmen and Brakemen.....	.....	2.78	.....	.....	1.40	66.5	3.88	.....	.....	1.16	77.0

Rates shown above for through freight service represent daily rate based on 100 miles service.

ALL TERRITORIES

SUPPLEMENT No. 16

OCCUPATION	PASSENGER			THROUGH FREIGHT			LOCAL FREIGHT		
	Rate	Differential		Rate	Differential		Rate	Differential	
		Amount	Per cent		Amount	Per cent		Amount	Per cent
Conductors.....	\$6.00	\$.....	.....	\$5.40	\$.....	.....	\$5.92	\$.....	.....
Ticket Collectors.....	4.80	1.20	80.00	.....	.....	.....	.....	.....	.....
Baggagemen (a).....	4.84	1.16	80.67	.....	.....	.....	.....	.....	.....
Baggagemen (b).....	4.50	1.50	75.00	.....	.....	.....	.....	.....	.....
Baggagemen (c).....	4.50	1.50	75.00	.....	.....	.....	.....	.....	.....
Baggagemen.....	4.16	1.84	60.33	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	4.00	2.00	66.67	4.08	1.32	75.56	4.48	1.44	75.68

REQUESTED

Conductors.....	\$8.65	\$.....	.....	\$7.65	\$.....	.....	\$8.38	\$.....	.....
Ticket Collectors.....	7.35	1.30	84.97	.....	.....	.....	.....	.....	.....
Baggagemen (a).....	6.84	1.81	79.08	.....	.....	.....	.....	.....	.....
Baggagemen (b).....	6.50	2.15	75.14	.....	.....	.....	.....	.....	.....
Baggagemen (c).....	6.50	2.15	75.14	.....	.....	.....	.....	.....	.....
Baggagemen.....	6.15	2.50	71.10	.....	.....	.....	.....	.....	.....
Flagmen and Brakemen.....	5.77	2.88	66.71	5.88	1.77	76.86	6.28	2.10	74.94

REQUESTED RATES (Mountain Territory)

Conductors.....	.....	.....	.....	\$8.37	.....	.....	\$9.13	\$.....	.....
Flagmen and Brakemen.....	.....	.....	.....	6.47	\$1.90	77.30	6.91	2.22	75.68

- Notes.**—(a) Baggagemen handling express and operating dynamo. Present differential for this class of employees was created by Supplement No. 25 to General Order No. 27, effective December 1, 1919.
- (b) Baggagemen operating dynamo. Differential for this class of employees was created by Supplement No. 16 to General Order No. 27, effective January 1, 1919.
- (c) Baggagemen handling express. Differential for this class of employees was created by Supplement No. 16 to General Order No. 27, effective January 1, 1919.

TABLE SHOWING AMOUNT AND PER CENT OF DIFFERENTIAL IN MILEAGE RATES OF OTHER TRAINMEN AS COMPARED WITH CONDUCTORS' RATES

EASTERN TERRITORY

1910

OCCUPATION	PASSENGER			THROUGH FREIGHT			LOCAL FREIGHT		
	Rate	Differential		Rate	Differential		Rate	Differential	
		Amount	Per cent		Amount	Per cent		Amount	Per cent
Conductors.....	Cents 2.68	Cents		Cents 3.63	Cents		Cents 3.975	Cents	
Ticket Collectors.....	2.15	0.53	80.22						
Baggagemen.....	1.55	1.13	57.84						
Flagmen.....	1.525	1.155	56.90	2.525	1.105	69.56	2.80	1.175	70.44
Brakemen.....	1.50	1.18	55.97	2.42	1.21	66.67	2.70	1.275	67.92

1913

Conductors.....	Cents 2.90	Cents		Cents 4.00	Cents		Cents 4.50	Cents	
Ticket Collectors.....	2.30	0.60	79.31						
Baggagemen.....	1.65	1.25	56.90						
Flagmen and Brakemen.....	1.60	1.30	55.17	2.67	1.33	66.75	3.00	1.50	66.67

GENERAL ORDER No. 27

Conductors.....	Cents 3.35	Cents		Cents 4.82	Cents		Cents 5.42	Cents	
Ticket Collectors.....	2.66	0.69	79.40						
Baggagemen.....	2.28	1.07	68.06						
Flagmen and Brakemen.....	2.23	1.12	66.57	3.72	1.10	77.18	4.19	1.23	77.31

SOUTHEASTERN TERRITORY

1910

Conductors.....	Cents 2.50	Cents		Cents 3.55	Cents		Cents 4.15	Cents	
Baggagemen.....	1.35	1.15	54.00						
Flagmen and Brakemen.....	1.325	1.175	53.00	2.35	1.20	66.20	2.63	1.52	63.37

1913

Conductors.....	Cents 2.90	Cents		Cents 4.10	Cents		Cents 4.50	Cents	
Baggagemen.....	1.65	1.25	56.90						
Flagmen and Brakemen.....	1.60	1.30	55.17	2.75	1.35	67.07	3.00	1.50	66.67

GENERAL ORDER No. 27

Conductors.....	Cents 3.35	Cents		Cents 4.94	Cents		Cents 5.42	Cents	
Baggagemen.....	2.28	1.07	68.06						
Flagmen and Brakemen.....	2.23	1.12	66.57	3.84	1.10	77.73	4.19	1.23	77.31

Note.—Prior to Supplement No. 16 to General Order No. 27, there was no rate established in the Southeastern Territory for Ticket Collectors.

WESTERN TERRITORY

Prior to the issuance of Supplement No. 16 to General Order No. 27, which was effective as of January 1, 1919, service in the Western Territory, both Passenger and Local or Way Freight, was paid almost entirely on a Monthly Basis, therefore, no comparison of mileage rates is available. For comparison of monthly rates for this territory see table showing comparison of Daily Rates upon which the minimum and maximum monthly and average daily rates for the Western Territory are shown.

ALL TERRITORIES

SUPPLEMENT No. 16

OCCUPATION	PASSENGER			THROUGH FREIGHT			LOCAL FREIGHT		
	Rate	Differential		Rate	Differential		Rate	Differential	
		Amount	Per cent		Amount	Per cent		Amount	Per cent
	Cents	Cents		Cents	Cents		Cents	Cents	
Conductors.....	4.00			5.40			5.92		
Ticket Collectors.....	3.20	0.80	80.00						
Baggagemen (a).....	3.23	0.77	80.75						
Baggagemen (b).....	3.00	1.00	75.00						
Baggagemen (c).....	3.00	1.00	75.00						
Baggagemen.....	2.77	1.23	69.25						
Flagmen and Brakemen.....	2.66	1.34	66.50	4.08	1.32	75.56	4.48	1.44	75.68

REQUESTED

	Cents	Cents		Cents	Cents		Cents	Cents	
Conductors.....	5.77			7.65			8.38		
Ticket Collectors.....	4.90	0.87	84.92						
Baggagemen (a).....	4.56	1.21	79.03						
Baggagemen (b).....	4.33	1.44	75.04						
Baggagemen (c).....	4.33	1.44	75.04						
Baggagemen.....	4.10	1.67	71.06						
Flagmen and Brakemen.....	3.85	1.92	66.72	5.88	1.77	76.86	6.28	2.10	74.94

REQUESTED RATES (Mountain Territory)

	Cents	Cents		Cents	Cents		Cents	Cents	
Conductors.....				8.37			9.13		
Flagmen and Brakemen.....				6.47	1.90	77.30	6.91	2.22	75.68

- Notes.**—(a) Baggagemen handling express and operating dynamos. Differential for this class of employees was created by Supplement No. 25 to General Order No. 27, effective December 1, 1919.
 (b) Baggagemen operating dynamo. Differential for this class of employees was created by Supplement No. 16 to General Order No. 27, effective January 1, 1919.
 (c) Baggagemen handling express. Differential for this class of employees was created by Supplement No. 16 to General Order No. 27, effective January 1, 1919.

TABLE OF RATES PAID FOR FREIGHT SERVICE

EASTERN TERRITORY

THROUGH SERVICE

OCCUPATION	DAILY RATES					
	Eastern Award	General Order Number 27	Supplement Number 16	Supplement Number 25	Requested	
					Valley	Mountain
Conductors.....	\$4.00	\$4.82	\$5.40	\$5.40	\$7.65	\$8.37
Flagmen and Brakemen.....	2.67	3.72	4.08	4.08	5.88	6.47
OVERTIME RATES						
Conductors.....	50.00c	60.25c	67.50c	\$1.0125	\$1.4350	\$1.5700
Flagmen and Brakemen.....	33 ³ / ₈	46.50	51.00	.7650	1.1025	1.2150

LOCAL SERVICE

OCCUPATION	DAILY RATES					
	Washington Agreement	General Order Number 27	Supplement Number 16	Supplement Number 25	Requested	
					Valley	Mountain
Conductors.....	\$4.50	\$5.42	\$5.92	\$5.92	\$8.38	\$9.13
Flagmen and Brakemen.....	3.00	4.19	4.48	4.48	6.28	6.91
OVERTIME RATES						
Conductors.....	56.25c	67.75c	74.00c	\$1.11	\$1.5725	\$1.7125
Flagmen and Brakemen.....	37.50	52.50	56.00	.84	1.1775	1.2975

SOUTHEASTERN TERRITORY

THROUGH SERVICE

OCCUPATION	DAILY RATES					
	Washington Agreement	General Order Number 27	Supplement Number 16	Supplement Number 25	Requested	
					Valley	Mountain
Conductors.....	\$4.10	\$4.94	\$5.40	\$5.40	\$7.65	\$8.37
Flagmen and Brakemen.....	2.75	3.84	4.08	4.08	5.88	6.47
OVERTIME RATES						
Conductors.....	51.00c	61.50c	67.50c	\$1.0125	\$1.4350	\$1.5700
Flagmen and Brakemen.....	34.00	47.50	51.00	.7650	1.1025	1.2150

LOCAL SERVICE

OCCUPATION	DAILY RATES					
	Washington Agreement	General Order Number 27	Supplement Number 16	Supplement Number 25	Requested	
					Valley	Mountain
Conductors.....	\$4.50	\$5.42	\$5.92	\$5.92	\$8.38	\$9.13
Flagmen and Brakemen.....	3.00	4.19	4.48	4.48	6.28	6.91
OVERTIME RATES						
Conductors.....	56.00c	67.50c	74.00c	\$1.11	\$1.5725	\$1.7125
Flagmen and Brakemen.....	38.00	53.25	56.00	.84	1.1775	1.2975

**WESTERN TERRITORY
THROUGH SERVICE**

OCCUPATION	DAILY RATES					
	1916	General Order Number 27	Supplement Number 16	Supplement Number 25	Requested	
					Valley	Mountain
Conductors.....	\$4.18	\$5.04	\$5.40	\$5.40	\$7.65	\$8.37
Flagmen and Brakemen.....	2.78	3.88	4.08	4.08	5.88	6.47
	OVERTIME RATES					
	1916	General Order Number 27	Supplement Number 16	Supplement Number 25	Valley	Mountain
Conductors.....	52.25c	63.00c	67.50c	\$1.0125	\$1.4350	\$1.5700
Flagmen and Brakemen.....	34.75	48.50	51.00	.7650	1.1025	1.2150

LOCAL FREIGHT SERVICE

OCCUPATION	MONTHLY OR DAILY RATES (See Note)					
	1916	General Order Number 27	Supplement Number 16	Supplement Number 25	Requested	
					Valley	Mountain
Conductors (Minimum).....	\$125.25	\$153.85	\$5.92	\$5.92	\$8.38	\$9.13
(Maximum).....	139.15	165.75				
Flagmen and (Minimum).....	75.00	105.75	\$4.48	\$4.48	\$6.28	\$6.91
Brakemen (Maximum).....	84.00	117.60				
	OVERTIME RATES					
	1916	General Order Number 27	Supplement Number 16	Supplement Number 25	Valley	Mountain
Conductors (Minimum).....	60.00c	74.00c	74.00c	\$1.11	\$1.5725	\$1.7125
(Maximum).....	67.00	79.8				
Flagmen and (Minimum).....	36.00c	50.8c	56.00c	\$0.84	\$1.1775	\$1.2975
Brakemen (Maximum).....	40.37	56.5				

Notes.—Overtime rates shown under first column for the Eastern and Southeastern territory are the overtime rates established by the Adamson 8-hour law.
In the Western territory prior to Supplement No. 16, Conductors and Trainmen in Local Freight Service were paid on a monthly basis with very few exceptions. For that reason minimum and maximum monthly rates are used in this table.

At page 243 speaking of the relationship in the rates of the brakemen and conductors in passenger and freight service respectively, President Sheppard states that the percentages shown are practically the same as agreed to between the two organizations. The percentages shown are the same as were requested by the Presidents of the two organizations when they presented their case before the Railroad Wage Commission (Lane Commission) representing the understanding between the two organizations. This understanding was still in effect at the time Supplement No. 16 was issued by the Director General. This Supplement was not issued until after all the provisions were thoroughly discussed between the Chief Executives of the organizations of Engineers, Firemen, Conductors and Trainmen, in conferences lasting from February until the early part of April. The differentials shown by the rates of Supplement No. 16, it will be observed, conform with the percentages shown on page 243. The differentials set forth in the request of the trainmen now before your board, it will be observed, differ from those proposed by the representatives of the Conductors, as shown by the table on pages 21 to 25 inclusive, in connection with the trainmen's presentation. The differentials requested by the Trainmen are different than those shown by Supplement No. 16, and the two organizations are now asking different differentials although it is only proper to call attention to the statement by the representatives of the Trainmen shown on page 62 of the minutes of April 20th, as follows:

"It is the position of the Brotherhood that a baggageman, brakeman or flagman's expenses are as much or nearly as much as that of a conductor, but that because of the extra skill and responsibility of a passenger conductor as compared with that of a baggageman or brakeman, that the baggageman should have at least 80% of the conductor's rate, and the brakeman at least 75%. **While the organization is not positively committed to the percentage proposition, we maintain that only fair, reasonable money differentials should exist between a conductor, baggageman and brakeman.**"

The Board will notice that the organizations in considering the relation between the conductors and brakemen referred to the percentage of the brakemen's rate to the conductor's rate. We feel that if rates are to be established on a percentage basis it will be necessary to first fix the conductor's rate and then calculate the brakemen's rate, but in practically all cases the effort has been to maintain the same money differential between the two rates rather than the percentage, for the reason that it will be apparent that if the rate is fixed for the lower class of employees first and then attempt is made to preserve the same percentage relationship between the two, it will seriously disturb the existing money differential. On the other hand, if the rate is first fixed for the higher class of employees and the differential deducted therefrom it may have the effect of giving the lower paid employees a greater proportion of the rate of the higher paid employees than exists today and greater than has existed at any time during the years of schedule negotiations.

We feel that as the Board studies the rates of pay and wages of the diverse classes of railroad employees, they will be impressed with the wide range of rates of pay and also the wide range of the occupations. To attempt to adjust all the different rates of pay on a percentage basis would result in the higher rated classes of service receiving money increases far in excess of the lower paid classes of employees. It is argued before your Board that the cost of living has increased 97% since 1914. If an employee receiving \$200.00 per month were to receive a 97% increase in his wages it would result in adding \$194.00 per month thereto and making his pay \$394.00 while an employee receiving \$100.00 per month would receive \$97.00 increase, or \$197.00. During all the various hearings concerning wages of railroad employees, starting with the Lane Commission, and during the subsequent consideration by the United States Railroad Administration, it has been the contention that the lower paid employees were entitled to more consideration than the higher paid employees, and that treating the situation on a percentage basis would be most unsatisfactory and would result in giving the employees who are best able to stand increases in the cost of living advantages over the employees who were less able to do so, and that it was only proper to deal with money increases if fairness and reasonableness were to prevail.

On page 244 of the minutes of April 22nd the President of the Order of Railway Conductors referred to the difficulty that his organization and the Brotherhood of Railroad Trainmen are having in inducing promoted men holding rights as conductors to take conductor's positions.

This is a matter which the Managements have a vital interest in as it is extremely important that proper differentials exist in order that conductors may be available. Under the seniority rules in effect men who have sufficient length of service and qualifications to take the higher grade positions are not compelled to accept same but if they prefer may remain in the junior capacity. This blocks the line of promotion and frequently necessitates placing in the superior positions men with less qualifications than other employees. With the dual-basis of pay and the preference runs making high mileage it is not an uncommon condition for road brakemen to earn more actual money during a month on such runs than conductors in the ordinary or pool freight service. This condition could, of course, be remedied through a change in the seniority rules, but any changes therein must be by mutual consent between the management and the representatives of the employees. As the situation can be remedied by a proper relationship between their rates, we wish to impress upon the Board the importance of adopting such a course in the interest of efficiency and proper operation.

From our knowledge and experience of the duties and responsibilities of the two classes (conductors and brakemen) together with wage negotiations with both classes for the past 20 years, we submit as our judgment that the existing money differential as between the conductors and brakemen should not be shrunk; but that any increase that may be considered, be applied to the existing daily or mileage rate of conductors, and from that rate establish the rate for the brakemen on the basis of the present percentage relation.

On pages 248 and 249 request is made that conductors and others who are required to remain on duty to make out reports after arrival at terminal, also for freight conductors until they have handled their manifests, wheel reports and registered in and completed all duties required of them, be paid for all such time. All such work has been taken into considera-

tion in the making of the rates of compensation. The reports required of trainmen are not many and are simple in form but of a character that requires the conductor's personal attention, and we believe it is recognized that there is ample time during the trip to perform most of the work. The handling of their waybills or manifests are simply the duty of turning them over to the proper official at the terminal; making of wheel reports is simply giving the number of cars in their train, their initial point and terminal destination and the amount of tonnage which is simply a copy from the face of the waybill and can be done en route. The registering of the arrival of their train requires the conductor to go to the proper office to put down his train number and such information as the register requires, including the registering of his signals and such other information as may be necessary so that report of his trip may be properly reported to the Train Dispatcher, and for the information and guidance of other employees.

In regard to the passenger rule, practically no overtime accrues on the straight away passenger runs and due to the high speed at which these trains are operated, there is considerable margin of time between the time on duty and the overtime limit. In turn-around service time is computed continuously including dead time at the turn-around point, and excepting in remote cases there is sufficient time for the conductors to make up all of their reports before completion of the day and the additional work which may be required upon the completion of the day is a part of the duties of the trip for which the basis of pay compensates.

On page 251 of the minutes of April 22nd, reference is made to valley and mountain rates. This we believe to be covered in our answer to the presentation of the Trainmen under their proposed Article V., requesting definition as to what constitutes mountain differential. (See page 34.)

Beginning at the bottom of page 261 of the minutes some suggestions appear to the effect that the Board should ignore the cost of any Award and that the rates of pay should be established regardless of cost. We feel that the law itself covers this situation better than any statements that could be made.

The following provision appears in Section 307-(b):

"The Labor Board may upon its own motion within ten days after the decision, in accordance with the provisions of Section 301, of any dispute with respect to wages or salaries of employees or subordinate officials of carriers, suspend the operation of such decision if the Labor Board is of the opinion that the decision involves such an increase in wages or salaries as will be likely to necessitate a substantial readjustment of the rates of any carrier."

We feel that with this specific reference to the authority of the Board to review and set aside agreements that may be reached under the provisions of Section 301 which may be purely local in their character when a proposition of the magnitude of the present demands is under consideration there can be no question that the section referred to clearly contemplates that the cost must be taken into consideration by the Board before a decision can be reached.

O

PRESENTATION COVERING ENGINEERS' PROPOSALS

PROPOSITION PRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

"We desire to present for your consideration the following requests for increased wages, using the same classification of engines as now adopted on all roads that were under Federal control:

ENGINEERS—PASSENGER SERVICE		Cents	
Weight on Drivers:	Steam, Electric or Other Power	Per Day	Per Mile
Less than 80,000 pounds.....		\$8.00	8.00
80,000 to 100,000 pounds.....		8.00	8.00
100,000 to 140,000 pounds.....		8.08	8.08
140,000 to 170,000 pounds.....		8.16	8.16
170,000 to 200,000 pounds.....		8.24	8.24
200,000 to 250,000 pounds.....		8.32	8.32
250,000 to 300,000 pounds.....		8.40	8.40
300,000 to 350,000 pounds.....		8.48	8.48
350,000 to 400,000 pounds.....		8.56	8.56
400,000 to 450,000 pounds.....		8.64	8.64
450,000 to 500,000 pounds.....		8.72	8.72
500,000 pounds and over.....		8.80	8.80
Mallets, regardless of weight.....		9.00	9.00

We also ask a minimum daily guarantee of \$8.75, where the daily earnings from mileage, overtime, or other rules do not make this amount.

FREIGHT SERVICE

In Through and Irregular Freight Service, including Helper, Pusher, Mine Run or Roustabout, Belt Line or Transfer, Work, Wreck, Construction, Snow Plow, Circus Trains, Trains established for the exclusive purpose of handling milk, and all other unclassified service, we ask that the following rates be granted:

ENGINEERS—FREIGHT SERVICE		Cents	
Weight on Drivers:	Steam, Electric or Other Power	Per Day	Per Mile
Less than 80,000 pounds.....		\$8.34	8.34
80,000 to 100,000 pounds.....		8.42	8.42
100,000 to 140,000 pounds.....		8.50	8.50
140,000 to 170,000 pounds.....		8.74	8.74
170,000 to 200,000 pounds.....		8.90	8.90
200,000 to 250,000 pounds.....		9.06	9.06
250,000 to 300,000 pounds.....		9.20	9.20
300,000 to 350,000 pounds.....		9.34	9.34
350,000 pounds and over.....		9.54	9.54
Mallets less than 275,000 pounds.....		10.04	10.04
Mallets 275,000 pounds and over.....		10.26	10.26

For local or way freights add 64 cents per 100 miles or less to the through freight rate, according to class of engine. Miles over 100 to be paid for pro rata.

For engineers in Yard Service we ask the following rates:

ENGINEERS—YARD SERVICE		Cents	
Weight on Drivers:	Steam, Electric or Other Power	Per Day	
Less than 140,000 pounds.....		\$8.00	
140,000 to 200,000 pounds.....		8.16	
200,000 to 300,000 pounds.....		8.32	
300,000 pounds and over.....		8.48	
Mallets under 275,000 pounds.....		9.08	
Mallets 275,000 pounds and over.....		9.32	

We ask that these rates as requested in the different classes of service be applied to present rules, as contained in Supplement 24 to General Order No. 27, preserving all differentials for Divisions or portions thereof; or mountain or desert territory as compared with valley territory, together with former methods of establishing same. Also all rulings as contained in Interpretation No. 1 to Supplement 24 to General Order 27, together with Memoranda dated November 15, 1919, and signed by Mr. W. T. Tyler, Director of Operation, and Mr. W. S. Carter, Director of Labor."

The proposal submitted is confined to changes in the basic daily rates, it being the desire to continue the overtime and other rules of Supplement No. 24.

In view of the rates of the Engineers and Firemen having been so closely related to each other in the past, the rates in the Eastern territory for Engineers having been fixed by Arbitration in 1912, and for the Firemen in 1913, while in the Western territory both classes having been included in an Arbitration in 1915; and, further, the Wage Order now in effect having included both classes, we shall discuss the Engineers' and Firemen's requests together under the Firemen's proposals.

PRESENTATION COVERING FIREMEN'S PROPOSALS

PASSENGER SERVICE. ARTICLE 1.—PROPOSED

Rates of Pay for Firemen and Helpers

"(a) On all locomotives in passenger service, firemen and helpers shall be paid not less than \$6.50 per one hundred (100) miles or less, except when Mallet engines are used, when rate of \$7.20 per one hundred (100) miles or less shall apply. Miles over one hundred (100) to be paid for at pro rata rate.

"(b) The foregoing rates shall be applicable to all firemen and helpers in passenger service regardless of power used.

"(c) The term 'helper' as used herein will be understood to mean the second man employed on electric locomotives or other than steam power."

The request is for a uniform rate of \$6.50 per one hundred (100) miles or less (excepting Mallet for which rate of \$7.20 per one hundred (100) miles or less is requested), and the elimination of all differentials whether based on weight on drivers, whether coal or oil is used as fuel, or whether propelled by electricity, gasoline or other motive power.

The following table shows rates in effect at the present time for both engineers and firemen:

ARTICLE 1, SUPPLEMENT No. 24, to GENERAL ORDER No. 27, Section (a), Rates of Pay, reads as follows:

WEIGHT ON DRIVERS	ENGINEERS		FIREMEN				ELECTRIC HELPERS	
			Coal		Oil			
	Per Mile	Per Day	Per Mile	Per Day	Per Mile	Per Day	Per Mile	Per Day
	Cents		Cents		Cents		Cents	
Less than 80,000 pounds.....	5.60	\$5.60	4.00	\$4.00	4.00	\$4.00	4.00	\$4.00
80,000 to 100,000 pounds.....	5.60	5.60	4.08	4.08	4.00	4.00	4.00	4.00
100,000 to 140,000 pounds.....	5.68	5.68	4.16	4.16	4.00	4.00	4.00	4.00
140,000 to 170,000 pounds.....	5.76	5.76	4.32	4.32	4.16	4.16	4.00	4.00
170,000 to 200,000 pounds.....	5.84	5.84	4.40	4.40	4.24	4.24	4.00	4.00
200,000 to 250,000 pounds.....	5.92	5.92	4.48	4.48	4.32	4.32	4.16	4.16
250,000 to 300,000 pounds.....	6.00	6.00	4.48	4.48	4.32	4.32	4.16	4.16
300,000 to 350,000 pounds.....	6.08	6.08	4.56	4.56	4.40	4.40	4.16	4.16
350,000 to 400,000 pounds.....	6.16	6.16	4.64	4.64	4.48	4.48	4.16	4.16
400,000 to 450,000 pounds.....	6.24	6.24	4.72	4.72	4.56	4.56	4.32	4.32
450,000 to 500,000 pounds.....	6.32	6.32	4.80	4.80	4.64	4.64	4.32	4.32
500,000 pounds and over.....	6.40	6.40	4.88	4.88	4.72	4.72	4.32	4.32
Mallets, regardless of weight.....	6.60	6.60	5.20	5.20	5.00	5.00	.....	.....

Attention is called to the fact that the engineers' request provides for the continuation of the present differentials according to the weights on drivers. Prior to the Arbitration growing out of the requests of the locomotive firemen in the Eastern territory in 1913, the rates for firemen varied as between railroads and on the individual railroads were fixed on varying bases. In a few instances the rates were based on weights on drivers, but in no case according to the present classification; on other railroads the total weight of the locomotive was considered, but with fewer graduations than are at present in effect. However, in the majority of cases, differentials in the rates were based on the class of locomotives in service on the individual railroads, which took into account the types of locomotives, but more directly the operating conditions on the portions of the railroads on which the locomotives were used, and the general classes of service in which they were engaged. In many cases the same type of locomotive took different rates on different portions of the same railroad.

Commencing with the effective date of the Arbitration Award, all former classifications were eliminated and the weight on driver basis substituted therefor. To a very large extent the rates of the Arbitration Award superseded the former rates in effect. However, where the former rates for the individual locomotives were higher, regardless of the basis on which they were established, the former higher rate was retained. There were also numerous trip rates in effect which were retained where they produced higher earnings than the basis of the Award.

The adoption of the weight on driver basis resulted in greater increases for certain types of locomotives than other types compared with former rates and produced general increases in the earnings of the firemen beyond any amounts indicated by the simple comparison of rates. This classification for the Eastern territory was practically continued under the present scale of pay.

In the Eastern territory the engineers' rates until Supplement No. 15 was issued, were not based on weights on drivers. The rates were established by an Arbitration in 1912, which provided only a minimum rate, viz., \$4.25 per hundred miles. This minimum rate, however, was sufficiently high to supersede all former rates with the exception of a rate in effect on one railroad, viz., \$4.30 per hundred (100) miles, which was retained. The result was that there was practically a uniform rate throughout the Eastern territory with the exception of a few minor roads which were not parties to the Arbitration and which generally paid lower rates than in effect on the railroads included in the Arbitration, and also on roads where trip rates had been in effect as mentioned under the firemen's situation.

Commencing January 1, 1919, the effective date of Supplement No. 15, the weight on driver basis was introduced for the engineers and is now in effect. This scale of pay established the same basis of weights on drivers and also the same money differentials in the several groups as had been established by the Western Arbitration Award, which is referred to later.

In the Western territory, prior to the Arbitration covering the engineers and firemen, effective May, 1915, the weight on driver basis which had been adopted by the Eastern Arbitration Award for Firemen, was also adopted by the Arbitration Award of the Western railroads, and for the first time in that section, uniform bases were applied on all railroads for both the engineers and firemen. Prior to that time the varying bases were in effect on the different railroads; on some railroads the rates were graduated according to size of the cylinders; other railroads, total weight of locomotives; others, weight on drivers, to a limited extent; still others, according to the types of locomotives as designated on the individual properties. Under the Arbitration Award the weight on driver basis became the standard, but many rates on individual types of locomotives which were higher than the rate fixed by the weight on driver basis, were preserved.

This classification was continued under Supplement No. 15, effective January 1, 1919, and is in effect today.

In the Southeastern territory, prior to January 1, 1919, the effective date of Supplement No. 15, several bases of pay were in effect, but the preponderating classification was based on size of cylinders, which had been the basis for many years. On individual railroads which put into service special types of locomotives, such as the Mikado, special rates were fixed therefor.

The classifications contained in Supplement No. 15 are now in effect, with the exception of where the former rates on individual types of locomotives exceeded those based on the weight on drivers, in which case the former higher rates were preserved.

Considering the comparatively recent adoption of the classification of locomotives for purposes of pay as the result of demands of the organizations, which in the case of the firemen in the East, the engineers and firemen in the West, were disposed of by Arbitration, after exhaustive introduction of testimony, it appears that there is no good reason, at this time, for again revising the bases for fixing the rates, and under the proposal all distinctions between types of simple locomotives would be eliminated and in view of there having been five classifications of rates on engines below 200,000 pounds on drivers, it could have no other effect than to grant disproportionate increases to all such men as against other men in the same class of service operating engines weighing more than 200,000 pounds on drivers, and also with respect to men in freight and yard service.

The table which follows on page 112 shows the money difference between the engineers' and firemen's rates under Supplements Nos. 15 and 24:

Table showing Rates provided by Supplements Numbers 15 and 24 for Engineers, Firemen and Electric Helpers, with amount of differential between the Engineers' and Firemen's Rates also between the Engineers' and Electric Helpers' Rates.

PASSENGER SERVICE

WEIGHT ON DRIVERS	ENGI- NEERS	FIREMEN				ELECTRIC HELPERS	
		Coal Burning		Oil Burning		Rate	Differential
		Rate	Differential	Rate	Differential		
Less than 80,000 lbs.....	\$5.60	\$4.00	\$1.60	\$4.00	\$1.60	\$4.00	\$1.60
80,000—100,000 lbs.....	5.60	4.08	1.52	4.00	1.60	4.00	1.60
100,000—140,000 lbs.....	5.68	4.16	1.52	4.00	1.68	4.00	1.68
140,000—170,000 lbs.....	5.76	4.32	1.44	4.16	1.60	4.00	1.76
170,000—200,000 lbs.....	5.84	4.40	1.44	4.24	1.60	4.00	1.84
200,000—250,000 lbs.....	5.92	4.48	1.44	4.32	1.60	4.16	1.76
250,000—300,000 lbs.....	6.00	4.48	1.52	4.32	1.68	4.16	1.84
300,000—350,000 lbs.....	6.08	4.56	1.52	4.40	1.68	4.16	1.92
350,000—400,000 lbs.....	6.16	4.64	1.52	4.48	1.68	4.16	2.00
400,000—450,000 lbs.....	6.24	4.72	1.52	4.56	1.68	4.32	1.92
450,000—500,000 lbs.....	6.32	4.80	1.52	4.64	1.68	4.32	2.00
500,000 lbs. and over.....	6.40	4.88	1.52	4.72	1.68	4.32	2.08
Mallets, regardless of weight.....	6.60	5.20	1.40	5.00	1.60	.....	.....

THROUGH FREIGHT SERVICE

Less than 80,000 lbs.....	\$6.08	\$4.24	\$1.84	\$4.24	\$1.84	\$4.24	\$1.84
80,000—100,000 lbs.....	6.16	4.32	1.84	4.24	1.92	4.24	1.92
100,000—140,000 lbs.....	6.24	4.48	1.76	4.32	1.92	4.24	2.00
140,000—170,000 lbs.....	6.48	4.64	1.84	4.48	2.00	4.24	2.24
170,000—200,000 lbs.....	6.64	4.80	1.84	4.64	2.00	4.24	2.40
200,000—250,000 lbs.....	6.80	4.96	1.84	4.80	2.00	4.40	2.40
250,000—300,000 lbs.....	6.94	5.12	1.82	5.12	1.82	4.40	2.54
300,000—350,000 lbs.....	7.08	5.28	1.80	5.28	1.80	4.40	2.68
350,000 lbs. and over.....	7.28	5.44	1.84	5.44	1.84	4.40	2.88
Mallets less than 275,000 lbs.....	7.78	5.44	2.34	5.44	2.34	.....	.....
Mallets 275,000 lbs. and over.....	8.00	5.75	2.25	5.75	2.25	.....	.....

YARD SERVICE

Less than 140,000 lbs.....	\$5.60	\$4.16	\$1.44	(a)	\$4.16	\$1.44
140,000—200,000 lbs.....	5.76	4.28	1.48	(a)	4.16	1.60
200,000—300,000 lbs.....	5.92	4.40	1.52	(a)	4.16	1.76
300,000 lbs. and over.....	6.08	4.56	1.52	(a)	4.32	1.76
Mallets under 275,000 lbs.....	6.68	5.28	1.40	(a )	.....	.....
Mallets 275,000 lbs. and over.....	6.92	5.52	1.40	(a )	.....	.....

Note.—(a) No differential provided by either Supplements Nos. 15 or 24 for Firemen on Oil Burning Locomotives in yard service.

(b) For local or Way-freight service, fifty-two (52) cents is added to the through freight rates for Engineers and forty (40) cents for Firemen, which increases the differential between Engineers and Firemen in local or way freight service, twelve (12) cents above differentials shown for Through Freight Service.

Particular attention is called to the request for the elimination of existing differentials between the rates of firemen on locomotives using coal and oil as fuel, and also as between the helpers on electric locomotives and the firemen on steam locomotives. The principal argument in the past for increases in rates for the firemen has been the amount of labor required. The records of the Arbitration proceedings in the East in 1913, and West in 1915, will show that testimony consuming several days was introduced to show the laborious duties of the fireman, which was the primary factor in fixing his pay.

The differential for oil burning locomotives was first established by an Arbitration Award, covering the firemen in the Western territory in the year 1910. In that award all classes of firemen received increases, but the firemen on oil burning locomotives did not receive as great increases as the firemen on steam locomotives, thereby establishing the differentials between the two classes of employment. In the Eastern territory, under the Arbitration Award of 1913, the differential between the duties of a helper on an electric locomotive and a fireman on a steam locomotive were recognized by the Award of a flat rate of \$2.50 per day or hundred (100) miles for helpers in passenger service, \$2.80 per day or hundred (100) miles in freight service, and \$2.50 per day in yard service. In the passenger and freight service, firemen on the steam locomotives were granted increases in pay based on the weights on drivers and the fact that flat rates were established for the electric service clearly demonstrates that the Arbitrators found that the conditions must have been entirely different in the electric than in the steam service and that there were no good reasons for graduating the pay based on the size of the electric locomotives.

In the Eastern territory the Arbitration Award of 1912 covering engineers, fixed no rate for motormen in freight service, but for passenger service applied the rate of the Award, viz., \$4.25, but made no change in the former mileage or hours of service constituting the day. In certain cases, mileage in excess of 100 miles for a day had been in effect and the Award did not apply to electric service the mileage and overtime provisions applicable to steam service.

Under the Western Arbitration Award, effective May 11, 1915, the same award was handed down for engineers and firemen as for the engineers in the Eastern territory. However, as both engineers and firemen were involved in that proceeding (Western), it covers both classes. They awarded the minimum day's wage of \$4.30 for engineers and motormen, and \$2.50 for helpers in passenger service, \$4.75 for engineers and motormen and \$2.75 for helpers in freight service, but as in the Eastern Engineers' case, made no change in the hours of service and mileage then existing in electric service on the various railroads.

This Arbitration Award also clearly recognized the difference in the duties of the Motorman on electric locomotives and the Engineer on the steam locomotives.

Under Supplement No. 24, which is in effect today, the helpers on electric locomotives weighing 200,000 pounds and less, received the minimum rate of \$4.00 granted to firemen on the steam locomotives weighing less than 80,000 pounds weight on drivers. On electric locomotives weighing between 200,000 up to 400,000 pounds on drivers, the rate applicable to firemen on steam locomotives weighing between 100,000 and 140,000 pounds was granted, viz., \$4.16. On electric locomotives weighing 400,000 pounds and upwards, on drivers, the rate applicable to steam locomotives weighing between 140,000 and 170,000 pounds on drivers, was granted, viz., \$4.32. This supplement also clearly recognizes the difference between the duties of a helper on electric locomotives and the fireman on steam locomotives.

During the hearings before the Board of Railroad Wages and Working Conditions in November, 1918, the subject of conditions in electric service was rather fully presented to the Board. The record of this testimony appears on pages 1334 to 1420, inclusive, of the minutes of November 5 and 6, 1918, and we desire to submit for the consideration of the Board a copy of the statements of the representatives, and the discussion between members of the Board and the witnesses.

Exhibit F-1

EXTRACT FROM PROCEEDINGS
BEFORE
BOARD OF RAILROAD WAGES AND WORKING CONDITIONS
AT
WASHINGTON, D. C., NOVEMBER 5, 1918
IN RE:
WAGES AND WORKING CONDITIONS
OF
ENGINEERS, FIREMEN, CONDUCTORS AND TRAINMEN
IN ROAD AND YARD SERVICE
AND
SWITCHTENDERS

STATEMENTS OF

E. B. KATTE, Chief Engineer of Electrical Traction, New York Central Railroad.

S. A. BICKFORD, Master Mechanic, New York Central Railroad.

W. H. DELLERT, representing the New York, New Haven & Hartford R. R.

C. B. KEISER, representing the Pennsylvania Lines.

Mr. Katte: Mr. Chairman and gentlemen, I have been sent here in the hope that I might have some knowledge of electric conditions and multiple unit cars which will be of use to you.

If I dwell on any subject which you are already fully conversant with, I hope you will stop me, in an effort to conserve time. On the other hand, if there are any features which I do not develop as fully as you would like, please ask me at the time.

There were three topics which I wanted to bring to your attention from an electrical standpoint: first, the basis on which the rates for motormen and helpers would be established; second, the necessity or advisability of double-crewing double-headed trains or separate crews for each locomotive unit; and, third, the relative safety of steam and electric locomotives.

A flat rate for all classes of electric locomotives seems reasonable, since the demand on an engineman is not increased by operating a larger electric locomotive, any more than the demand on a motorman is increased if two or more cars are added to his multiple unit train.

The arrangement of the controller and the air-brakes, the arrangement of the meters and fuses, are the same on a large locomotive as on a small locomotive, and the provisions for the operator's comfort are the same on the large locomotive as on the small.

Further, in most electric operation, a motorman in one day, or an engineman in one day, will ride on two or more different classes of electric locomotives, and very much will be complicated the computing of his time if there is a different rate established for the two or more locomotives which he will ride in the course of one day.

If the flat rate does not appeal as the most rational rate, then, as has been suggested, either the weight on drivers or the tractive effort of the locomotive should be the measure upon which the men will be paid.

There seems to be no more reason why tractive effort should be the measure on electric locomotives than for steam locomotives. It is an established practice to rate the men on the weight of the drivers. I believe, because of the variation in tractive effort of locomotives, having the same weight on drivers, due to difference in the boiler capacity, and cylinder ratio. There is the same variation on electric locomotives as there is in the steam locomotives, the variation according to the size of the motors or the diameter of the wheels or the gear ratio in electric motors which have geared motors. So that there seems to be no reason why the measure should be the weight on the drivers in one case and tractive effort in the other.

To illustrate my point, a steam locomotive of the K-3 type, the New York Central K-3, will bring a given train onto the electric division. The draw-bar pull of that locomotive is 30,900 pounds, and the weight on its drivers is 172,000 pounds. Attached to the same train will be an electric locomotive of the class of the T-2 type. The locomotive has a draw bar pull of 66,000 pounds, double the draw-bar pull of the steam locomotive that brought it all the way from Albany, while the electric locomotive will only draw it 30 miles. The reason for that is partially due to the ease with which additional draw-bar pull can be added to an electric locomotive. It is one of the advantages of an electric locomotive.

Another reason is that the motors must be large, in order to give a continuous rating. Therefore, their draw-bar pull is very high.

Another reason why the draw-bar pull on an electric locomotive is large is because in the recent electric locomotives all of the weight is on the drivers. Therefore, you could not have, without additional expense, a very high draw-bar pull, and if the men were to be paid on the basis of the draw-bar pull, one of the incentives of increasing the electric locomotive draw-bar pull would be reduced, because it becomes a more expensive locomotive to operate.

Individual crews for two or more electric locomotives operated in a multiple unit at the head end of a train is not recommended. There does not seem to be any more necessity for double-heading than there would be to put another motorman in the head end of a multiple unit car, in the event that the multiple unit train had one or more cars added to the train. The fact that a train is double-headed does not increase the responsibility of the men at the head of that train.

Mr. Gaines: In those multiple units, Mr. Katte, how many men, if any, do you have on the second unit?

Mr. Katte: On the second unit?

Mr. Gaines: Yes.

Mr. Katte: Not on the New York Central.

Mr. Gaines: You have nobody except in the first unit?

Mr. Katte: In the first unit.

Mr. Lindsay: I think, perhaps, Mr. Katte, Mr. Gaines misapprehends your application of the term. The New York Central engine is a single unit engine, not like the New Haven, which is composed of two units. Mr. Katte's reference to the multiple unit is just like the Interborough trains the trains of multiple unit cars, just as the Interborough underground operates multiple unit cars, and there is only one man operating that train at the front end.

Mr. Katte: The locomotives, however, are designed as multiple units, and they are connected together in exactly the same way as a multiple unit train of cars.

Mr. Gaines: That is what I had in mind, where you put two engines together.

Mr. Katte: Where we put two engines together, the two engines are operated from the front end.

Mr. Gaines: As one engine, practically?

Mr. Katte: As one engine.

Mr. Gaines: And do you have anybody on the second engine?

Mr. Katte: Not on the second engine, except in the winter-time, when two boilers are used for heating trains. If two boilers are used, then the man goes back to attend to the second boiler, but the New York Central locomotives are designed to handle large trains. We do not use the double-headers at the present time.

The effort and responsibility of the crew in the first locomotive is not increased by the addition of other electric locomotives, any more than is the demand on the engineman on a multiple unit train increased by the addition of one or more motor cars to his train.

It is more difficult for two crews to operate a single train, than for one crew, and in the event of two or more crews being ordered, the present practice would be continued, and the second crew would not be allowed to participate in the operation of the train.

It is very similar to the double-heading of steam trains, when the air is controlled from the first locomotive. If it is desired to control the air from the head locomotive on a steam locomotive train, it would be also desirable to control the power. In a steam locomotive, you cannot control the power from the head end, but one of the advantages of the electric locomotive is that you can control not only the air, but the power, at the front end, and if you put a man on both locomotives, or if you prevent the connecting in multiple of electric locomotives, you defeat at once one of the principal advantages of electric traction.

Mr. Gaines: One other thing, Mr. Katte, just to go back for a second there. Speaking about tractive effort, what do you figure the ratio of adhesion in an electric locomotive?

Mr. Katte: Well, it is entirely arbitrary, but it is usually 25 per cent.

Mr. Gaines: One-fourth?

Mr. Katte: One-fourth; yes sir.

Mr. Gaines: That is what I thought.

Mr. Katte: Of course, invariably at the present time electric locomotives are motored so that they will spin the wheels under any circumstances, so that the full weight on the driver wheels is effective.

Mr. Wharton: Do you operate any trains where you use more than two units?

Mr. Katte: No; not at the present time.

Mr. Wharton: Would it be feasible to add more than one unit?

Mr. Katte: Yes; you can add as many as you like.

Mr. Wharton: I say, would it be feasible?

Mr. Katte: Perfectly.

Mr. Wharton: If that is true, why is it that you do not use more than two units?

Mr. Katte: Because there is sufficient power in one, in our case. The early locomotives of the New York Central, the early type known as the S locomotive, has a capacity of hauling 550 tons. If we have heavier trains than that for that particular locomotive, we would double-head. We have a later type of locomotive which is known as the Class T type, and that locomotive has a capacity of 1200 tons, and that is the heaviest passenger train we have. In the event of our going into electric operation, it is one of the projects to use the S locomotive and double-head, or put three of them, and use the earlier type of passenger locomotive on freight service. It makes a very good freight locomotive by double-heading.

Mr. Lindsay: In the event of multiple unit use of locomotives, is there anything about the operation of the second machine that requires the presence of a man on it, other than the steam heat proposition?

Mr. Katte: No; no more than on the second or third or fourth multiple unit car.

Mr. Lindsay: If there was a man on there, what could he do in the event of anything going wrong there, that the engineman could not know of?

Mr. Katte: I cannot think of anything that the engineman would not know of. If the fuse blew, the engineman would know it first.

Mr. Lindsay: The only thing that he could detect would be something mechanically, such as the brake rigging down, or something of that kind such as might occur on a vehicle of any kind?

Mr. Katte: Yes; I think that is so. I cannot think of anything that his second crew could do on the locomotive. They would be passengers. In its operating features, the electric locomotive is just the same as a multiple unit car. It is only larger. The parts are a little more accessible, and the contractors are somewhat larger of the same type. They are located in the cab, whereas in a multiple unit car they are underneath. The air-compressor for operating the brake is located in the cab, because there is more room there. On a multiple unit car it is located underneath. The resistances are located in the cab of the locomotive, first, because there is more room there, and, second, to give a little in the center of gravity. In the case of a multiple car, they are underneath. If anything goes wrong with the apparatus on a multiple unit train, it is much more difficult to get at it than on an electric locomotive. For that reason, I should say than an electric locomotive was a simpler machine to operate than the ordinary multiple unit car.

Mr. Lindsay: At your convenience, Mr. Katte, will you outline to the Board the technical requirements of technical knowledge required of an assistant on a multiple unit locomotive?

Mr. Katte: I can outline it for you, unless you would rather have Mr. Bickford do so, he being the road foreman.

Mr. Lindsay: Either you or him.

Mr. Katte: Mr. Bickford actually trains those men, so I think you will get first hand knowledge if you ask him.

Mr. Lindsay: All right.

Mr. Katte: Better operation will result from the coupling of two or more locomotives in multiple and operating them from the front end, rather than to operate your locomotives as a separate unit. I mention that fact so that there will be nothing done, so that you will not consider doing anything which will prevent the coupling up of these electric locomotives. I dwelt upon that fact a moment ago. If you have two men operating air on a train, you know how much difficulty there will be in steam service. If you have two men applying the electric power, you will have a similar service. One set of motors may be accelerating, while the other set of motors may be in a full running position. You may have motors working against each other. The result will be that you will be blowing fuses on the locomotives, or perhaps in the power-houses or in the sub-stations and increasing the complications.

I believe it is the view of the operating department that if two crews were put on a double-headed locomotive they would insist on the second crew merely riding as passengers. They would complicate the operation if they also attempted to operate the train.

If double crews were ordered, a large number of men would necessarily be held idle in many terminals as crews for additional locomotives, in order to have quickly available crews for additional engines required on short notice. This large number of trainmen, necessarily idle for a large part of the time, is contrary to the doctrine of conservation of manpower, so essential at the present time, and at no time justified, because of the economic waste.

As an example, I asked our operating people at the Grand Central Terminal to tell me approximately how many men would be held in the Terminal merely as spare men in case double-crewing of double-headed trains were required, and they told me it would mean twenty-four men, simply sitting there waiting to double-head possible crews. That does not include the double crews for trains which habitually were double-headed.

On some railroads, it has been the practice to design the electric locomotive unit to handle the average weight train and for trains heavier than the average, two complete units are coupled. This economy of design would be defeated if such multiple units must be operated by separate crews.

That is merely in the matter of economy. Some designers have thought the proper weight of a locomotive was that weight which would handle the average train. A large number of trains could be handled by the minimum weight locomotive. Then, for the heavier trains two locomotives will be coupled in multiple and operated by one crew. Now, if it was required to double-crew that the economy in the purchase of the smaller locomotive would be defeated by the increased operating expense.

The relative safety of steam and electric locomotives:

The relative safety of steam and electric locomotives can best be shown by the record of accidents to locomotive crews since the last report was submitted at the Engineers' arbitration held at Manhattan Beach, in May, 1912. We merely went back five years as a convenient point at which to begin looking at the records.

The accidents to men in both services have been reduced to the average locomotive miles per man injured. For the last five years, the average on the Pennsylvania, the New York, New Haven & Hartford, and the New York Central, on steam locomotives, has been 138,950 miles traveled for one man injured on a locomotive. On electric locomotives the average has been 235,781 miles for one man injured. That would indicate that the electric locomotive was twice as safe, so far as the men are concerned, as the steam locomotive.

Mr. Morse: Mr. Katte, does that include the steam locomotives in all services, or just in the passenger service?

Mr. Katte: It takes in the steam locomotives in passenger service only. These electric locomotives were practically all in passenger service, although on the New Haven they were doing some freight service.

Mr. Gaines: Mr. Katte, right along that line, I want to ask you what is the voltage on the line of the New York Central there.

Mr. Katte: On the New York Central the third-rail voltage is normally 600 volts. It is 660 at the sub-station.

Mr. Gaines: Then you have 600 volts in the cab?

Mr. Katte: Six hundred volts in the cab.

Mr. Gaines: Referring to the record of personal injuries you have given us, that is as the injuries per engine mile and per thousand engine miles?

Mr. Katte: Yes. No; I beg your pardon. That is miles, engine miles per injury.

Mr. Gaines: Engine miles per injury. What was the relative extent of the injuries, comparing the electric burner with the steam burner?

Mr. Katte: On the New York Central the record is for five years and five months, to be exact. The steam locomotive miles on the steam service were 20,800,000. The number of men injured was 101. Of this number, three men were killed, eight men were seriously injured, and ninety men were slightly injured in the steam service.

In the electric service, no men were killed. There was one man seriously injured in a collision, not an electrical injury, and there were thirty men slightly injured.

I will give you the details of the injuries to the thirty men. In that service there was performed 12,215,261 electric locomotive miles. The average of the New York Central, therefore, was 206,376 miles per steam locomotive injury, and 394,040 miles per injury on an electric locomotive.

Mr. Gaines: As to those three casualties that you had for steam locomotives were they due to derailment or accidents, or simply to some failure in the cab?

Mr. Katte: They were due, I think, to explosions.

Mr. Gaines: That is what I meant.

Mr. Katte: Perhaps I have that in detail.

The injuries to men on electric locomotives, the thirty injuries, were of this nature:

John Hoyt, flash in eyes, due to contact, shoe struck running-rail.

Here is another man: Left hand burned, due to short-circuit; hand and face burned, short-circuit.

Chairman Sines: Do these burns ever heal up?

Mr. Katte: Yes, sir.

Chairman Sines: They take a long time to heal do they not?

Mr. Katte: I can give you some statistics on that in a little different form.

Here is a record of twelve men injured on the Pennsylvania Railroad. These were road passenger motormen, twelve men injured. There were three men injured repairing third-rail shoes, hammer of shoe struck the third-rail resulting in serious burns; ten, twenty and forty days, respectively. Those are considered serious burns, if the man is disabled for ten, twenty or forty days.

Chairman Sines: That means he was back working in that length of time?

Mr. Katte: He was back working in that length of time.

Another of the twelve men, cab door closed on hand, slightly injuring hand and fingers, disabled two to seven days for three men. Of course that is not an electric burn. Falling from engine, slightly injured, three men, disability four to five days, respectively.

Repairing engine, struck by hand tools, slight injury to hands, two men injured, disability two to five days, respectively.

There is one here due to nervous exhaustion from exhaust fumes, one man disabled two days. I presume that would mean burning or insulation or something like that. I can give you that summarized, which perhaps would be illustrative.

These are forty-two men injured on the Pennsylvania Railroad, passenger road motormen. There were twelve men injured, eight were mechanical and four electrical. Passenger road helpers, there were seven men injured, mechanical, and eight electrical. Yard passenger motormen, there was one man hurt mechanically and one man electrically. Of the helpers in yard service, there were seven men hurt mechanically and six men hurt electrically. That is, twenty-three men were mechanically injured and nineteen men hurt in five years and five months on the Pennsylvania Railroad. There were no deaths, no loss of limbs, arms or legs; disability a few hours to a maximum of forty days. The average for those nineteen men was five to six days disability.

Mr. Gaines: Now, can you tell us from any of your records, or from your knowledge, whether an electric burn we will say a bad burn, such as you described there as being a bad burn, takes longer to heal or a less time to heal than a bad steam burn?

Mr. Katte: I think it takes longer. I do not know the medical difference, but I understand, if it is allowed to heal over too quickly there may be some sort of poisoning underneath. Then it takes longer. The wound is infected, and it takes a long while to heal. I am not familiar with the treatment of electric burns, but it is my general understanding that it is a dry burn as compared with a moist burn, and you all know that if you get against a red hot iron it is worse than against a steam scald. I do not know just why, but I suppose the pores or flesh is healed over with a scab and the impurities do not work out of the system. But it is quite true that, generally speaking, an electric burn is worse than a steam burn, but it can be cured if properly handled. I mean it is no trick to properly handle it, as is indicated here by these men, forty days being the longest that any of these men have been out on the Pennsylvania's forty-two cases.

In the operation of electric locomotives, it should be noted that there is less responsibility on the part of the engineman. He generates no power, this being supplied to him from the power station; consequently, he has no steam or water gauges to occupy his attention. He has no lubrication to attend to, and the air pressure for brakes is maintained without his attention. In the operation of long trains, he has no anxiety due to dragging brakes caused by the loss of air due to low steam pressure.

Owing to the absence of steam and smoke the eyes of the crews are more protected, and their view of signals less obstructed, than on steam locomotives thus relieving their anxiety and mental strain.

Further, their personal comfort is increased, due to more wholesome and clean surroundings.

This all applies with equal force to the helper as well as to the motorman, and in switching service as in main line service, and it applies more strongly to multiple unit motormen than to men in charge of electric locomotives.

Those are about the only notes that I had written up as to what I thought might interest you gentlemen. If there is anything further I can tell you, I will be very glad to do so.

Mr. Gaines: I have not anything further to ask.

Mr. Lindsay: Is there any different type of locomotive used or designed to be used for switching service, Mr. Katte?

Mr. Katte: Yes. It is not very different in its operating features from the road locomotive, except all the weight is on the drivers, and the cab is in the center of the locomotive, so that the motorman has a very convenient view ahead and behind, and in most cases the design is such that he does not even change his seat from going ahead to backing up.

Chairman Sines: That is quicker in operation than the steam locomotive?

Mr. Katte: It is quicker, because of the increased tractive effort.

Chairman Sines: And the result of that is that a man who was on the ground, the conductor or the man who is helping him, has got to move so much quicker to keep out of the way, sometimes, does he not?

Mr. Katte: I think so. If the locomotive starts quicker, the man on the track must start quicker. It is a much more handy machine than the steam locomotive. It has more draw-bar pull and more tractive effort because of the larger motors and because all the weight is on the drivers.

Mr. Lindsay: Is there any name that we can give to multiple unit cars which would distinguish them from motor cars, that were referred to here yesterday, so that there will be no possibility of confusion with the ordinary small vehicle that we use for the transportation of section gangs and other gangs propelled by gasoline or other self-contained motors?

Mr. Katte: I do not think of any now. A man with an automobile calls his automobile a motor car sometimes now. A motor car means almost anything. Of course, on a railroad, a motor car means but one thing. It means the car or multiple unit train with motors thereon, and the other cars are trailer cars.

Mr. Lindsay: Do you refer to an electric engine as a motor car?

Mr. Katte: No; I think colloquially sometimes the men think of them as motors, but in all official communications and correspondence they are always referred to as electric locomotives or electric engines. Motor is a sort of slang expression.

Chairman Sines: Do I understand that the proposition that is submitted, a copy of which was furnished you, by the engineers, entails or contemplates the placing of two crews on these engines or locomotives, if coupled together?

Mr. Katte: That was my understanding, that they did not object to the locomotives being connected to multiple, but whether they were connected in multiple or not, the suggestion was that crews be placed on each unit.

Chairman Sines: That may be so, but I did not understand it so. I understood the proposition to be that there were not to be more than two coupled together and operated by one crew. I may be wrong as to that.

Mr. Katte: I think it said half unit.

"Not more than two half units to be coupled together and operated by one engine crew."

Now, if you had two of your locomotives, as in the case of the New Haven, this lighter locomotive, to haul the average weight trains, if two of those locomotives were coupled together, I would interpret this that it would mean two crews.

Mr. Lindsay: Or four half units.

Mr. Katte: There are locomotives built which are distinctly half units as for instance, the Pennsylvania locomotives in New York. They are similar to two American type locomotives, back to back. The trailer wheels or the boggy trucks are only at the two ends. In other words, they are built this way (illustrating), that is, two half units, and the division is here. Those locomotives can operate backwards. They could be separated, but the two are habitually connected together as half units, while in the case of the New Haven locomotive, each locomotive is a complete unit by itself, and both ends are the same.

Mr. Gaines: But customarily operated in many cases as one unit, under one crew?

Mr. Katte: You can say customarily, because there are a large number of their trains there which are always double-headed.

Mr. Wharton: What would be the difference between the draw-bar pull on two half units and on two units, as you have just described them?

Mr. Katte: It would be double if each unit was the same.

Mr. Lindsay: Would this working together be any greater than those two working separately (indicating)?

Mr. Katte: They would be just the same. If they had the same capacity operating singly, they would have double capacity operating together.

Mr. Gaines: Mr. Katte, to get down to another feature of it, take that Pennsylvania engine made up of two half units. What is that tractive power, and what is the tractive power of two of the New Haven units which they run together to handle the train? Have you got these figures approximately?

Mr. Katte: I can only give them to you roughly. The two Pennsylvania locomotives, the two half units of the Pennsylvania locomotive, are somewhat greater than the two single units coupled on the New Haven.

Mr. Gaines: Than the combined tractive power of the two on the New Haven?

Mr. Katte: Yes.

Mr. Gaines: In other words, the Pennsylvania is more than the two New Haven?

Mr. Katte: I see your point. If one crew is allowed to handle these, they will be handling greater power than the two crews on the New Haven.

Mr. Gaines: That is the point.

Mr. Wharton: That is a point I wanted to bring out.

Mr. Katte: Yes; that is correct.

I can illustrate that further in the case of the New York Central locomotives which we couple together, or would couple together in freight service, the so-called S type. The tractive effort of each one of these locomotives is 37,000 pounds. The tractive effort of our T locomotive is 66,000 pounds, so that if we double-headed two S locomotives, we would have but very little more power than we now have in the regular T locomotive—one 66,000, and the other 37,000. There is practically no limit to the amount of the tractive effort that can be put in an electrical locomotive. It is not like the steam locomotive. You are not limited by the cylinder sizes, nor by the boiler pressure. The boiler pressure is always available at the third-rail.

Mr. Gaines: If I get your original statement correct, you suggested that the weight on drivers of electric power be the indication of the basis of wage.

Mr. Katte: No; my suggestion was that there be a flat rate for all electric locomotives.

Mr. Gaines: Irrespective of the weight?

Mr. Katte: Irrespective of the weight, for the reason that there was no more effort on the part of men driving a big locomotive than on the part of men driving a small locomotive, and I made the simile of a multiple unit train. A man goes out with a two-car train or a twelve-car train.

Mr. Dermody: That would be practically a standard then?

Mr. Katte: Yes, sir.

Chairman Sines: All right. Mr. Katte

Whom shall we hear next, Mr. Walber?

Mr. Walber: Mr. Bickford of the New York Central, who will, perhaps, be able to answer some of the detailed questions, although the general proposition was pretty generally gone over by Mr. Katte. Mr. Bickford, however, has some matters that he desires to bring out.

**STATEMENT OF MR. S. A. BICKFORD,
Master Mechanic, New York Central R. R.**

Mr. Bickford: Mr. Chairman and gentlemen, I do not know that I have anything to say particularly with reference to this issue involved here, because it has been very thoroughly covered by both Mr. Walber and Mr. Katte. There may, perhaps, be some questions in connection with the application of our operation that you might want to get some light upon. There are, however, one or two things that I thought it might be well to bring to your attention and emphasize, inasmuch as Mr. Katte has already touched upon them, which are purely operating questions.

One refers to this electric passenger service, running locomotives in multiple, and of course it would be continued in freight service. Whether you may decide or not to put the extra crew on the extra locomotive, the operating officials, and I, as representing them, feel that we still should ask you to write into this proposed clause here something that will permit us to run these engines in multiple, because, as has already been stated, we get smoother acceleration, and that differs somewhat in steam operation, because, if, for any reason, your power-house fails or breakers open, you have lost power on both units. That is not true in handling the steam locomotives. One man's steam locomotive may slip and still the other locomotive will keep the slack out of the train and prevent violent surges, which could not be prevented in the case of electric operation, and we believe that the likelihood of these complications arising in electric service would be very much reduced if complete control of the train is placed in the hands of one crew.

This article requesting the highest Mallet rate in through freight service for running single units, electric locomotive units, I will put it that way, because their request is based upon that assumption, hardly seems fair to us, because—and understand me to say now that I am referring to New York Central operation, because it is true that you could design an electric locomotive for freight service with very high draw-bar capacity, but take the New York Central, where it has existed, it is very desirable in case of freight operation to use the present design of electric locomotives, because you will understand that the service, the passenger service, or the service you get out of your electric locomotive at present depends entirely upon your schedule, and there are times when we have many locomotives in through freight service when the electric division is fully equipped for the handling of freight, and we do not feel that the request here for the high Mallet rate for a single unit of that type is at all consistent, because the tonnage rating of the machine itself, if that is to be the measure of a man's pay, the productivity of his service is very much lower than any type of Mallet locomotive. The work on the machine itself has already been referred to, and that is very much less. It cannot be comparable.

There is one other article here that I think it will be well for the Commission to define, inasmuch as it has given us a good deal of trouble in interpreting it, because their proposition is the same as the rule we now have. It says:

"In all classes of service, an engineer's time will commence at the time he is required to report for duty."

The yardmasters and others who are delegated with the authority of getting engine crews out have had considerable difficulty in drawing the line as to where the man's duties for which he should be paid commences, and the time that he takes for himself in fitting himself for his work should cease.

In our service, men will come in on trains—we have frequent train service—many of them on short swings go home for their meals and their own personal convenience, and do other things, and they will rush from the depot to the dispatcher's office and register, claiming that they are on the property, and have complied with the rule, if they register thirty minutes in advance of leaving time, or fifteen minutes, as the case may be, depending upon your service, and then they will go to their lockers, because it was a little different from the average steam terminal, and they will change clothes and do other things, perhaps consult the bulletin board, and some several minutes is lost in this way. We would like if this commission could just define when a man's service with the company begins, when he should register; if he comes in and goes to the locker room, and he should not be required to be ready for service before he reports to the dispatcher or registers and gets his assignment, and that would very materially help us in the application of those rules, because we believe that the time and a half over time rule, if allowed here, is going to very materially aggravate the trouble.

In the Grand Central Terminal service, we have an 8-hour day, and a number of these crews have preparatory time, stipulated at present as fifteen minutes. That resolves itself with this proposed rule to time and a half for overtime eventually, when it comes to being paid for the day's service, because that is in excess of the eight-hour work.

Now, what I have said with reference to these engineers, of course, applies as well to the firemen, where firemen are involved.

I think so far as these proposed schedules are concerned, those are all the comments I have to make, unless you have some questions you wish to ask me.

With reference to these accidents that Mr. Katte has referred to on the New York Central, I just want to suggest that a good many of these were not burns in the sense that we commonly accept the term.

For example, the case of John Hoyt that was referred to. There was no flesh wound there. It was a flash simply an arc that blinds you momentarily, and may not give you any trouble for several hours. Then it affects the eyes by irritation, resulting in inflammation, and sometimes those men are out of work for a day or two. In this particular case, Mr. Hoyt lost two days. There was no burn, except, as I said, there was this flash.

Mr. Gaines: Mr. Bickford, in connection with your division, do you have a repair shop and force under your jurisdiction?

Mr. Bickford: Yes, sir; we have a repair and inspection shop.

Mr. Gaines: Are the men in that part of the work prepared to go to work when they start with their clothes on or do they come in on the company's time and change their clothes?

Mr. Bickford: They should be prepared, and if that is administered here, it is up to the foreman to see that they are ready to go to work at the hour appointed, and they should have their over-clothes on and be ready for work at that time.

Mr. Gaines: And it is your contention that with the engineers and firemen it should be about the same?

Mr. Bickford: No; I am saying that it would help us very materially if this Commission should say what should be done. Then, it will be up to the administering officer or operating official to say how much preparatory time shall be allowed. For example, to show you what I mean, we have a good many multiple unit trains in our suburban service. These trains must be ready to move for a tie-up track very promptly, and get down to the loading tracks in our rush hours. If the man is three minutes late making his movement, he ties up a number of other trains which should be moving in the yard.

Now, if you make an interpretation of this rule that our present thirty minute allowance would not permit the man getting on the train and getting out on time, then the operating official would be required to state what preparatory time should be allowed. In other words, we simply want to remove the cause for a difference of opinion upon the subject; that is all.

Chairman Sines: If I understand the rule correctly as to the request for the minimum time of the men required to report for duty, upon all the various railroads, the operating officials would state that, if you please. It may be fifteen minutes or twenty minutes. The men would not have anything to do with the fixing of that time. The companies, in keeping with whatever the necessities might be, or the operating conditions, fix the time to cover the necessary work that might have to be done in connection with that, in order to start moving on time. In other words, that would be your problem.

Mr. Bickford: Well, not entirely. For example, one operating official may take this position that the examining of the bulletin board is a part of a man's duty to fit himself for his particular position, just the same as a professional man must fit himself for the practice of his profession.

Chairman Sines: Well, I might say frankly that here is one member of the Board that agrees with that, that that is time for which he should be paid, and I should so decide if I were passing upon it.

Mr. Bickford: Well, I would say that we would much prefer to have that thing settled.

Mr. Lindsay: What you have in mind particularly is the question of putting on his overalls and getting his hand tools, and so forth?

Mr. Bickford: Yes, sir.

Mr. Lindsay: Is it your opinion that he should dress himself and be equipped with proper implements to proceed with his work at the time appointed? Would that simplify your problem?

Mr. Bickford: Anything would simplify our problem that the Commission may rule.

Mr. Dermody: What are the qualifications required of a helper on an electric locomotive?

Mr. Bickford: Well, the qualifications are the same as they would be in steam service, with this exception: We put him on electric equipment and give him an instructor to show him just what he must do in preparing the engine for road service, how the locomotive is started and stopped, and to throw around him all the safeguards that we can reasonably throw around him in his handling of the machine.

Mr. Gaines: Are your firemen required to pass examination on the rules?

Mr. Bickford: Yes, sir.

Mr. Gaines: That is, the operating and transportation rules?

Mr. Bickford: Yes; they are required to do that.

Mr. Gaines: After how long a period do you require that?

Mr. Bickford: They are required to do that when they enter the service. That is, they are sent to an examiner and physically examined and then they are examined on the color sense, as to hearing, and so forth. The rules are explained, and they are given a schooling in the regular examiner's office before they come to us.

Mr. Gaines: That is preparatory to their taking up service as a helper or a fireman?

Mr. Bickford: Yes, sir.

Mr. Dermody: What percentage of your helpers were firemen previous to going on electric locomotives?

Mr. Bickford: Well, we have three classes of service in our terminals; that is, we have three seniority lists. The men in regular passenger service all hold rights in steam service, and so far as I know, they all fired steam locomotives. The men in the Grand Central Terminal service, that is, the firemen now in that service, have had no previous experience on steam locomotives, because the steam locomotives were all out of that terminal before these men entered the service.

Mr. Wharton: Such men would not be competent to take charge of the steam locomotive, would they?

Mr. Bickford: No, sir; they hold no rights in the steam service at present; but the revenue men, that is, the men in revenue train service, do hold rights in steam service, and many of them—I presume all of them now in the electric service—are ex-locomotive engineers.

Mr. Wharton: I can understand how that would be practicable, if the men had experience on the steam locomotives, but I do not see how he could very well hold his rights as an engineer if his entire experience was confined to the operation of an electric locomotive.

Mr. Bickford: Well, you understand, they do not hold rights outside of the Grand Central Terminal. Those men that I refer to who have had no experience on the steam locomotive. The Grand Central Terminal is one corporation, and those men have always had a separate roster. They do not interchange men in road service.

Mr. Dermody: Is there any steam power in the Grand Central Terminal?

Mr. Bickford: No, sir.

Mr. Dermody: None at all?

Mr. Bickford: There has not been any since 1908, I think.

Mr. Dermody: They are all electric engine operators or helpers.

Mr. Lindsay: Mr. Bickford, what are the duties required of the helper on the electric engine, and how do they compare with the duties of the firemen on the steam engine? I know that you have been a steam engine firemen and a steam engineman, and that you are therefore qualified to summarize the difference completely. What I am after is to show what is required of the electric engine helper, especially in case of breaking down or in his attention to the machine itself while running.

Mr. Bickford: Let me say that, so far as break-downs are concerned, neither the locomotive fireman or engineer can do very much to materially help himself. There are certain failures, and apparatus and switches are provided for cutting out disabled parts, and that is about as far as either the engineer or fireman can go. If we have a grounded bus-bar or the insulation breaks down on your electric apparatus on your locomotive, outside of the motors or the contactors, the electrically operated switches to which I referred a few moments ago, these cut-out switches will remove your disability, that is, by isolating it from the other part of the machine. There is not anything that either the engineer or fireman can do.

Mr. Lindsay: Does the service require of the fireman any preliminary knowledge of electrical operation of the engine for multiple unit car prior to his taking service?

Mr. Bickford: Not necessarily so. We give him as I said in the introduction of these remarks, into the hands of an instructor who gives him instructions necessary, and he stays with him until he can satisfy the instructor that he is a safe man to place on a locomotive.

Mr. Dermody: Is that in regard to train rules, or is it in regard to his duties on the locomotive?

Mr. Bickford: His duties on the locomotive.

Mr. Wharton: How long would that take ordinarily?

Mr. Bickford: Ordinarily, about two days for firemen, and about four days for a locomotive engineer, inasmuch as we have a multiple unit car that we instruct the locomotive engineer on, in addition to the locomotives.

Mr. Wharton: Do I understand you to say that for a helper on an electric locomotive you can take a man who never had any previous experience in connection with either a steam or electric locomotive, and in two days, with instructions, he would be competent to assume the duties of helper on an electric locomotive?

Mr. Bickford: Yes, sir; we are doing that right along.

Mr. Wharton: Does that apply to the men in road service on an electric line?

Mr. Bickford: In any service; yes, sir.

Mr. Wharton: You do not require these men to have any knowledge of these rules of train movement, or anything else?

Mr. Bickford: Again, please?

Mr. Wharton: I said, do you require this helper to have any knowledge of rules for train movement?

Mr. Bickford: Oh, yes; he comes to us with a certificate from the examiner that he is qualified on those things. I have not anything to do with that qualification; but he insists that he come to us qualified on train rules and operation, which is a part of the transportation qualification. Our qualification has to do with the mechanical end only.

Mr. Lindsay: Mr. Bickford, the percentage of idle time of electric equipment generally is very low, is it not?

Mr. Bickford: No; very high. The idle time is very high. We are just now going into that phase of it, because of the reports that we are required to furnish, the O. D.-4 report to the Interstate Commerce Commission, and it shows that a very high percentage of the time these locomotives are idle, and that really a very small percentage of the time are they in productive service.

Mr. Lindsay: How is that as compared with steam service—higher or lower?

Mr. Bickford: Higher.

Mr. Lindsay: How do you account for that?

Mr. Bickford: Well, I account for it in this way: Under your rules, very much less time is charged up against the electric locomotive at terminals getting ready for service. In other words, engine-house and repair work, and I do not know that I could say that any similar service—there are other causes in steam that might influence them, because we do not have a similar steam service, but I could give you the figures by referring to our reports as to our locomotives.

Mr. Lindsay: Are you charged the time necessary to get an engine ready for service as not idle time to the steam locomotive, but idle time to the electric locomotive? Now, as between the two, for the time in and out of service.

Mr. Bickford: Well, I could not answer that question as applied to similar service. The only factor would be that in these reports they show the time turned over to the operating department and yet not in service. It shows a very high percentage, and there is naturally more of that on electric locomotives than there would be on steam, because the steam locomotive spends more time now in the engine-house than the electric locomotive. We can take an O. D. engine and turn it out in fifteen minutes.

Mr. Lindsay: That was due to lack of attention or work on the machine?

Mr. Bickford: Yes, sir; lack of necessary work.

Mr. Lindsay: Does that also apply to multiple unit equipment?

Mr. Bickford: Well, on multiple unit equipment we do not furnish similar reports, but it does apply, because there are certain times in the day when your passenger travel is very light. The peak load is from seven to nine in the morning and from about four-thirty to six-thirty in the evening. Your equipment is all in service, all being used. During the interval between nine-thirty and four, you have your yard full of cars.

Mr. Lindsay: How many electric engines have you in the New York Central electrification—the total?

Mr. Bickford: Seventy-three.

Mr. Lindsay: How many?

Mr. Bickford: Out of this number we have now stored about ten, on account of the reduced train service in the last several months.

Mr. Lindsay: There have been times when you had them all in service, except those which were shopped?

Mr. Bickford: Well, let me say this, that we have never had all of these locomotives in service, because of the needs of the service, since a good many of them have been delivered to us, within the last year. We placed an order for them a little over two years ago, and a good many of them have been delivered since the first of January.

Mr. Lindsay: In the event of the failure of your electric current, how many steam engines would it require to handle the traffic?

Mr. Bickford: Well, of course, you understand that we are not permitted to operate steam in there.

Mr. Lindsay: Exactly, but—

Mr. Bickford: I can approximate that, perhaps, in this way: Assuming that each engineman would have to have a locomotive, there may be cases where some of the locomotives used in day service would be carried over into the night, but we have twenty-six runs on the Harlem side and thirty runs on the Hudson Division.

Mr. Lindsay: Generally speaking, would it require more or less, Mr. Bickford, steam locomotives to handle that business, in the event, of course, that you could use them and handle that schedule?

Mr. Bickford: I should say it would take more.

Mr. Lindsay: Therefore, you are getting greater service with a fewer number of engines, or the same service with a fewer number of electric engines than you were with the steam engines?

Mr. Bickford: I think that is altogether likely.

Mr. Lindsay: And if the service was expanded and on the mileage basis, on the same principle, the men would earn more in a given time operating electric engines than they would steam engines, because you would get more mileage?

Mr. Bickford: If they would follow the locomotive, and we would get the mileage, yes. Most of those men on the Hudson Division side now get mileage, plus over-time.

Mr. Lindsay: Because of the arrangement of the runs?

Mr. Bickford: They make about 132 miles a day.

Mr. Dermody: If the rate was on a parity with the steam engine of similar capacity or weight on drivers or tractive effort, he would make more money, would he not?

Mr. Bickford: Well, that depends upon what you gentlemen do.

Mr. Dermody: If his mileage is greater, and he performs a greater service, than, if his rate is comparable with a similar engine in weight and capacity or tractive force, he would naturally make more money; he would earn more?

Mr. Bickford: Not with a steam locomotive of the same weight on drivers. He would not make any more. Of course, that question is to be determined by your Commission, whether he is to get a flat rate, or whether weight on drivers is to be the basis for which he is to be paid, or tractive effort. Mr. Katte said that he thought a flat rate, and gave his reasons, in which we heartily concur; but if the Commission does not agree with us, and if they say that the basis of pay for steam locomotives should be weight on drivers, then we believe that using the argument of the enginemen themselves as applied in other cases, the same rule should apply to electric locomotives weight on drivers. Of course, if that is to be the measure or the way that you pay your enginemen, then the question of double-heading will be somewhat simplified, because they would naturally get increased pay, if one crew is to run the two locomotives, because he has weight on drivers and two engines.

Mr. Lindsay: Is the electric locomotive more or less liable to fail than the steam locomotive?
 Mr. Bickford: Less liable. If I had our records here I could show you just how much mileage we get per engine failure, but they are a very reliable machine.
 Mr. Lindsay: And are the failures electrical or mechanical?
 Mr. Bickford: Electrical, mostly of a minor nature.
 Mr. Lindsay: Involving a long or short delay?
 Mr. Bickford: Short delays.
 Mr. Lindsay: So that on a mileage basis, the loss of pay due to failures is correspondingly minimized on an electric locomotive?
 Mr. Bickford: Practically nothing.
 Chairman Sines: Is there anything else, Mr. Lindsay?
 Mr. Lindsay: No, sir.
 Chairman Sines: That is all, Mr. Bickford:
 We will adjourn until 10:30 o'clock tomorrow morning, gentlemen.
 (Whereupon, at 4:15 o'clock P. M., the further hearing of this matter was adjourned until tomorrow, Wednesday, November 6, 1918, at 10:30 o'clock A. M.)

BOARD OF RAILROAD WAGES AND WORKING CONDITIONS

In Re: Wages and Working Conditions of Engineers,
 Firemen, Conductors and Trainmen in Road and Yard
 Service, and Switchtenders.

Hearing No.

Washington, D. C., Wednesday, November 6, 1918.

The hearing in the above-entitled matter was resumed at 10:30 o'clock a.m.

PRESENT:

Mr. G. H. Sines, Chairman
 Mr. J. J. Dermody

Mr. F. F. Gaines, Vice-Chairman
 Mr. C. E. Lindsay

Mr. A. O. Wharton

ADDITIONAL APPEARANCES:

Mr. G. E. Bruch, Roanoke, Virginia, representing the Norfolk & Western Railway Company.

PROCEEDINGS

Chairman Sines: Mr. Dellert.

STATEMENT OF MR. W. H. DELLERT

New York, New Haven & Hartford Engineers and Firemen

Mr. Dellert: Mr. Chairman and Members of the Board, I have not any data to set forth. I was sent here for the New York, New Haven & Hartford Railroad to represent the road in connection with the electric operation, and answer any questions that the Board may desire to ask relating to the duties of engineers and helpers in that service.

We feel that the Board should be enlightened in connection with the duties of electric enginemen, in order that they may be in position to give due consideration to questions relating to the duties of electric enginemen required of them in that service.

I also wish to refer to a statement made by Mr. Katte yesterday in connection with the difference in tractive effort between the New York, New Haven & Hartford electric engines and the tractive effort of the large engines of the Pennsylvania and the New York Central Railroad. Our engines used in passenger service have a tractive effort of but 20,000 pounds against the large engines of the other roads which have a tractive force in the neighborhood of 66,000 pounds. Consequently if we were not permitted to operate those engines in multiple it will require three of our engines to handle a train that can be handled by any of the other large engines on the other railroads. That question is a serious problem in so far as the New Haven Railroad is concerned, as it would require, in the event the Board should insist upon crewing each unit, three crews to operate a train of the same size that could be handled by one of the engines on the Pennsylvania and on the New York Central.

Mr. Lindsay: Mr. Dellert, that tractive effort of 20,000 pounds, is that the tractive effort of each half unit?

Mr. Dellert: We have no half units; one complete unit.

Mr. Lindsay: When you speak of your tractive effort of 20,000 pounds it means for the two?

Mr. Dellert: The one engine—one complete electric engine.

Mr. Lindsay: Yes. Your half units cannot be operated independent of each other?

Mr. Dellert: Why, Mr. Lindsay, we have no half units. Every one of our engines in passenger service is a complete unit with a 20,000 pound tractive effort.

Mr. Wharton: Will you explain why it happens that the electric units on the New Haven have a tractive effort of 20,000 pounds as compared with 64,000 pounds on the New York Central and Pennsylvania?

Mr. Dellert: Why, when the electric operation was first started it was the desire of the New Haven Railroad to build those engines in single engines and with the intention of operating them in multiple, that is, couple together as many engines as they desired to handle the service. We have a split service. There are some of our trains that can be handled with one unit. About 60 per cent of our service out of Grand Central Station requires two units.

Mr. Wharton: What proportion or percentage of trains would require an excess of two units?

Mr. Dellert: At the present time we have no trains that we operate more than two units on.

Mr. Wharton: How is the other 40 per cent handled?

Mr. Dellert: Single unit and multiple unit service.

Our commuter service is practically all being operated with single unit and multiple unit. The heavy through service is being operated with two units coupled together by one crew.

Mr. Lindsay: When you speak of multiple units in your commuter service you mean multiple unit cars?

Mr. Dellert: Yes, multiple unit cars.

Mr. Lindsay: You don't refer to multiple unit locomotives?

Mr. Dellert: No multiple unit cars. We operate anywhere from six to eight cars. One man operates multiple unit service.

We feel that the Board should be enlightened in connection with the duties of electric enginemen in order that they may be in a position to give due consideration to questions relating to requirements of the men in that service. Our working conditions are the same in both steam and electric, with the exception that we have a flat rate for enginemen in both passenger and freight, also a flat rate for firemen or helpers, namely, the rate for engineers, \$4.73, which was allowed by Order No. 27, in passenger service, and for freight service, \$5.49; local freight, \$5.79—that is, for enginemen. That is the rate that the award of Order No. 27 gave. And the firemen, \$3.22 in passenger service, flat rate, regardless of the number of engines or size of engines. The same with the engineers.

Mr. Wharton: You are referring to the electric scale?

Mr. Dellert: Yes. Well, the engineers get the flat rate, \$4.73, electric or steam, regardless of the size of the locomotive they run. Our engineers are not paid in accordance with the weight on drivers on the New Haven.

Chairman Sines: Are the firemen paid in accordance with the weight on drivers?

Mr. Dellert: On some.

Mr. Wharton: And standard rate on the electric?

Mr. Dellert: \$3.76 in through freight, \$3.96 in local freight, \$3.53 in switching service and \$3.22 in passenger service, flat rate, regardless of the size of the locomotive. That is in electric service.

Mr. Wharton: That is in the electric service. Are they paid any overtime?

Mr. Dellert: Their overtime, they are working under the same working conditions as under the steam operation.

Mr. Gaines: When engineers handle more than one engine in the multiple unit service, what do you pay them?

Mr. Dellert: The same—\$4.73.

Mr. Gaines: He gets the same as the steam?

Mr. Dellert: We also feel that due consideration should be given to the question of permitting more than one unit to be operated by one crew. At this time it would mean almost doubling our force on 60 per cent of the service out of Grand Central. Regular service requires two units, and in addition to that we have anywhere from four to five trains in each direction that are doubtful, wherein the second engine may be required at the last moment that is, a few minutes before leaving time the car is added.

Mr. Lindsay: Mr. Dellert, when you use two engines do you require any one to ride on the second engine?

Mr. Dellert: No, sir.

Mr. Lindsay: The helper is expected to occupy the leading engine?

Mr. Dellert: The helper occupies the leading engine about eight months out of the year. There are, in the winter time, times that we use both boilers, and the helper at that time, of course, works on the second engine—that is, he looks after the steam.

Mr. Lindsay: Is he permanently located there throughout the trip or does he travel back and forth from one engine to the other?

Mr. Dellert: He travels back and forth. That is practically the only thing that the helper has to do four months in the year, is to look after the heating of the train.

Mr. Lindsay: And approximately what proportion of his time is required on the second engine during a given trip?

Mr. Dellert: Why, about half. You see the rules call for the helpers to look out for signals when not otherwise engaged.

Mr. Lindsay: If there was, then, a third engine added to a train it would reduce that time to thirds, wouldn't it?

Mr. Dellert: Why, we have run three units, but never have had occasion to use the third boiler. It would not be necessary to heat twelve cars.

Mr. Lindsay: So that if there were more than two engines used to haul a train the helper's service would still be available half of the time for the assistance of the engineer in checking signals and in handling the locomotive in whatever capacity he might require of him?

Mr. Dellert: Yes, sir.

In freight service the duties of the electric helper are entirely confined to looking out for signals and reading the watt meter at each end of the trip. That is practically all that he has to do, and that is practically all they have to do in the passenger service in eight months of the year, when steam is not used.

Mr. Lindsay: When your locomotive is detached from the train and the units are separate he simply disconnects from that after it is placed on a designated siding, and takes another engine or takes one part of that engine and goes away with that? Is that the idea?

Mr. Dellert: Why, if our enginemen do any part of that work at the end of the trip they place the two units on the storage track and then they have another set of engines ready for them, if it is a short turn. If there is plenty of time, why, they will return with that pair of engines.

Mr. Lindsay: Is the helper expected ever to operate any one of the two engines?

Mr. Dellert: No, sir, only in case of emergency on the D. C. current. In case of a grounded motor—a grounded motor on one of the units cut out would also cut out a motor on the second unit, consequently in that case, in order to have an engine and a half the units are separated and the helper operates the second unit to the home terminal or into Grand Central depot. That is practically the same as a steam engine, one aided—a crippled engine.

Mr. Lindsay: What would be the situation if there were three engines used, three units used to haul a train?

Mr. Dellert: Not permitted to use three units over New York Central territory, and in the alternating current the situation would be altogether different. If you have three units in alternating current and one of the units or one part of one of the units became disabled that part would be cut out and proceed with two engines and a half.

Mr. Lindsay: Without requiring any attention?

Mr. Dellert: No attention at all. The engineer would do that. It would require no attention at all from the helper.

Mr. Lindsay: So that if there was a third man in the engine crew he would have no duties whatever?

Mr. Dellert: No, sir. If we were compelled to put the second crew on the second unit we would still continue to operate the units in multiples by the first crew, and the second crew would merely ride on the engine as a passenger on the second engine. That would also apply in freight service as well as passenger.

Mr. Gaines: Mr. Dellert, what voltage do they carry on the trolley line?

Mr. Dellert: Eleven thousand.

Mr. Gaines: And where do they have their step-down transformers—in the cab?

Mr. Dellert: Transformers in the cabs. It is a step-down from the overhead wire to the transformer, inside the cab, to the oil circuit breaker.

Mr. Gaines: The transformers themselves are in the cab?

Mr. Dellert: In the cab, in the center of the locomotive.

Mr. Gaines: What voltage do they operate on?

Mr. Dellert: The highest voltage in the cab is about 737 volts.

Mr. Gaines: Have you any record relative to the New Haven as to electric burns and accidents?

Mr. Dellert: We have never had an engineman killed in an electric locomotive. Mr. Katte had the data on that yesterday. I have not got it.

Mr. Gaines: Did his data include the New Haven?

Mr. Dellert: Yes, it includes the number of locomotive miles to men injured, both firemen and engineers, in the electric service, as compared with the steam service. I believe it is about four to one in favor of the electric.

We also feel that the Board should be enlightened in connection with the duties of the engineer in electric service.

In the questionnaire we see that they have asked for the highest rate paid on Mallet Compounds for operating electric locomotives. From the practical end of it, for myself, I don't think it fair to the steam men. The engineer on the electric freight engine has no anxiety whatever compared with an engineer on a Mallet Compound or any other steam engine. His power is backed up by the power house. He has continuous power, and the anxiety brought about to engineers in operating steam engines on long trains, by reason of low steam, loss of air pressure, is not so on an electric engine. You have your continuous air pressure from the time you start out until you get to your terminal.

Mr. Gaines: That is, providing your motor keeps running.

Mr. Dellert: That is, providing your power house is operating, and you have got the power. Of course, if the power house breaks down, why, you are dead.

Mr. Gaines: On the other hand, you do generate your air, though, don't you, right on the engine, with an auxiliary?

Mr. Dellert: We generate the air right on the engine.

Mr. Gaines: It is possible for the generator to fail just the same as it is possible for an air pump to fail on a steam engine?

Mr. Dellert: We have two on the electric engines, in case one breaks down.

Mr. Lindsay: Are they independent of each other?

Mr. Dellert: Independent of each other. In case one breaks down they have got two chances to one on a steam engine.

Mr. Gaines: What is the ratio of the engine failures, so-called, separate from the electric current, between the electric locomotive and steam, that is, that would cause you to cut an engine out?

Mr. Dellert: Why, I have not just any figures on that, but the ratio of failures on electric, according to our statistics, is very low, compared with steam. I have not got the figures with me, but the engine failures in the electric service, especially in freight service—well, we run along on the New York Division for weeks without electric engine failure, while the steam failures run from two to three daily.

Mr. Wharton: In the event something at the power house breaks down while the engine is on the road, what is done?

Mr. Dellert: In the event of the power leaving a locomotive we have special instructions that the enginemen are governed by. If they lose the power on the locomotive they notify the train dispatcher from the first open telegraph office or telephone located on the line, and they are entirely governed then by the orders that the chief train dispatcher gives them. If there is no prospect of any power returning they make arrangements to send a steam engine to assist the train to some terminal.

Mr. Wharton: A situation of that kind does not often happen or arise, does it?

Mr. Dellert: No, not very often.

We also feel that the Board should be enlightened in connection with the short hours and extra miles engineers in electric service can make due to the flexibility of the electric service, which enables a man to make his round trip over the division, namely, between New Haven and New York, anywhere from two and a half to three hours quicker than he could with a steam engine. You can turn an engine at Grand Central depot anywhere from fifteen to twenty minutes for return movement—in some cases quicker, and some may be half an hour. As soon as the train is released the engine goes on the storage track and another crew or the same crew is ready to return on another train. Of course, that cannot be done with a steam engine. It takes anywhere from two to two and a half hours to repair a steam engine.

Mr. Lindsay: Mr. Dellert, how much inspection do you require of an engineman on an electric engine before he undertakes to operate that engine?

Mr. Dellert: We require no inspection of the electric enginemen at all except to try out his trolleys—

Mr. Lindsay: Planograph?

Mr. Dellert: Planograph, to see that they are in working order and try out the sequence of the switches. It requires about eight to ten minutes.

Mr. Lindsay: How much lubrication of the mechanical parts of the engine is he required to take care of?

Mr. Dellert: Not any of it. We don't permit the electric enginemen to carry an oil can. We don't permit them to lubricate any bearings whatever. No lubrication required from the enginemen or helpers in electric service.

Mr. Wharton: The fact that you can turn an electric locomotive so much quicker than you can a steam locomotive would not necessarily carry with it the condition that the crews made their round trip quicker, would it?

Mr. Dellert: Yes, sir. We shortened up all our through service between New Haven and New York anywhere from two to three hours after we inaugurated the electric service against what they formerly did with steam service over the same territory.

Mr. Wharton: I can imagine that condition would result in reducing the number of engines needed for the service, but I can hardly agree with you that it would enable them to make the round trip quicker. There generally are extra engines of the same class, and the same engine is not always, at least on all roads, run on the same run.

Mr. Dellert: We do not assign any of the engines in electric service. We pool all the engines. We have about 41 engines in service—from 38 to 41 electric engines in service—and the crew that will start out of New York in the morning at 8 a. m. or 9 a. m. gets back again around three or four o'clock in the afternoon, and that engine is turned right over to another crew, who will make another round trip with it, and perhaps that engine will make three round trips in the 24 hours with three different crews, or with part of the engines, two units.

Mr. Wharton: An extra engine—

Mr. Dellert: We have no extra engines. We just pool the engines.

Mr. Wharton: Well, as a general proposition you have more engines than you actually need?

Mr. Dellert: Not so on the New Haven road at the present time.

Mr. Wharton: Well, that might be due to an exceptional condition, but extra power is a very desirable condition, the same as it is necessary to have extra crews. If something happens you need extra power, and in pooling engines, engines of the same class, there may be an extra engine that could fit in a similar engine, so that there is no unnecessary delay in the return trip.

Mr. Dellert: Why, we have engines that you might call extra engines in Grand Central depot all day, engines in commuter service. Take for instance our single unit engines come in there in the morning. Now if there is an extra engine or two required the repairmen or hostlers couple the units together and give them a crew to run in any extra trip that may show up.

Mr. Wharton: But my understanding from your previous statement was that there are always extra units and that they had to be repaired and placed where they were available for a call that might come within five or six minutes prior to departure of trains.

Mr. Dellert: Those are the engines that come in on the morning service to return on the evening service.

Mr. Wharton: On the same basis there would not necessarily be any shortening of time as between steam locomotive and electric locomotive service?

Mr. Dellert: Why, there would be.

Mr. Wharton: Not necessarily, because they would have the engine standing there ready. That has been my personal experience in pooling steam locomotives, that there is not any occasion for holding the crew until that particular engine is gotten ready. Another engine is ready to take the train on, and the crew, immediately.

Mr. Dellert: That would apply only where steam engines were pooled.

Mr. Wharton: It would apply any place where they had the power and desired service.

Mr. Dellert: Well, that may be true on steam engines pooled, but not on electric assigned engines. The man coming down with an engine, he is to run with that same engine. He couldn't turn as quick as he could with an electric engine.

Chairman Sines: Are the engines pooled by the desire of the men, where you have them pooled—the steam engines?

Mr. Dellert: No. Our men prefer in every case their regular engines. Better service is obtained from the men and from the engines where they are assigned, and we make it a practice to assign the steam engines as far as possible to do so, but not so on electric.

I think that is about all I have, except we feel that a flat rate should be established for electric operation.

Chairman Sines: Both for the engineer and the helper?

Mr. Dellert: Both for the engineer and the helper.

Chairman Sines: And then, furthermore, I gather from your remarks it is your opinion that there should be no restriction in the number of units used on the train with the one crew.

Mr. Dellert: No, sir, as there is no more productive energy required of an engineer or a helper to operate three or four units, for that matter, than there is to operate one.

Mr. Wharton: Do I understand you to mean by a flat rate that there will be but one rate for all classes of service for either engineers or helpers on electric locomotives?

Mr. Dellert: Why, not exactly. I mean a flat rate in the passenger service and a flat rate in the freight service, for both electric helpers and enginemen. We have that now, regardless of the weight of locomotives.

Mr. Wharton: I understood you to name four or five different rates, for switching service, for local service, and so forth, for enginemen and helpers.

Mr. Dellert: We have a flat rate for switching, a flat rate for local, a flat rate for through and a flat rate for passenger, regardless of the weight of electric locomotives.

Mr. Wharton: That is simply a flat rate for each class of service?

Mr. Dellert: For each class of service.

Mr. Lindsay: That is based largely on the mileage that it is possible to make in a day of reasonable hours?

Mr. Dellert: Well, this is based on a straight day, because they are paid for the mileage pro rata the rate.

Mr. Wharton: Why would not a standard rate for all classes of service be applicable to electric locomotives. You say their duties are exactly the same.

Mr. Dellert: Their duties are exactly the same.

Mr. Wharton: And the responsibilities are exactly the same?

Mr. Dellert: The responsibilities and duties are exactly the same, and a standard rate or flat rate for all classes of service would be applicable in electric operation, regardless of the weight or tractive effort of the power.

Chairman Sines: Building up the rates in steam service, the different rates of pay for the different weights on drivers, upon what theory was that based—increased productivity because of increased size or increased responsibility or work because of increased size of engine?

Mr. Dellert: You mean on steam?

Chairman Sines: Yes, sir.

Mr. Dellert: Why, I should say because of the increased size of the locomotive.

Chairman Sines: Productivity had nothing to do in building up that difference?

Mr. Dellert: Why, not from the engineer's standpoint. It may have some so far as the fireman is concerned.

Chairman Sines: The largest size engine would require some work, wouldn't it?

Mr. Dellert: Yes, for firemen.

Chairman Sines: Why wouldn't it hold the same way with the engineers? It would be a matter of productivity, a matter of increased work because of the increased size of the engine.

Mr. Dellert: I don't think that the productive energy increases very much on the weight on drivers, on the men. That is about all that I have, unless there are further questions.

Chairman Sines: Any more questions, gentlemen?

(No response.)

Chairman Sines: That is all.

Mr. Walber: Mr. Chairman, with your permission we have another variety of electric operation that we would like to bring in, and that is the Pennsylvania operation and the New York terminal, and while these hearings have been rather strung out on the electrical operation, I don't think it will take Mr. Keiser very long to recite some of the different situations which he has, and which will be testified to by the New York Central and New Haven, and with your permission I would like to have Mr. Keiser make a statement, and he will try to avoid duplication of what the other gentlemen have said. He has something that has not already been brought out.

STATEMENT OF MR. C. B. KEISER

Pennsylvania Lines

Mr. Keiser: Mr. Katte has covered practically all of the points except there are some peculiarities in our electric operations at New York which I thought would be of interest to the Board to know.

First, our locomotives are of a type somewhat different from the majority of electric locomotives, inasmuch as they consist of two semi units, each of which has one electric motor coupled by rods to a jackshaft, and from there to the drivers, instead of quill or gear drive. These locomotives were designed for hauling a 550-ton train, and to start on a two per cent grade, such as we have in the tunnels, and their tractive effort is approximately 66,000 pounds. That is the starting point.

Mr. Wharton: Mr. Keiser, is that a similar design of electric locomotive to those used on the Norfolk & Western?

Mr. Keiser: Except that we have side rods and they have quill drive. The locomotive is equipped with two controllers, one on the forward end of each semi unit. It is not possible to operate the semi units separately, and the two semi units are connected together by a draw bar. In other words, they are two old type American class locomotives coupled together back and back. The engineer's controller is equipped with what is known as a dead man—in other words, should the engineer take his hand off the small lever which controls an air-operated valve, the current is shut off the locomotive and the air applied to the train. That is an additional precaution in addition to having a helper on the electric locomotive. The cab voltage is approximately fifteen volts. In other words, they are electro-pneumatic control, the 650-volt control being operated by storage battery and air.

I would like to describe next the movement.

Our movements are peculiar in this way, that we have what is a road and a switching movement. The engineman gets his train at Manhattan transfer, takes it to the Pennsylvania station, where he may be held for 25 to 45 minutes with his train until the passengers are unloaded, baggage, express or mail, as the case may be, then he takes the train to our Sunnyside yard, around the loop, places it in the yard, and he is available for further duty on a train returning to Pennsylvania station for loading passengers, mail, and so forth. While he is in Sunnyside yard on one trip any time during the day he reports to the engine house with his engine, passes over an inspection pit where the engine is thoroughly examined for mechanical and electrical defects—

Mr. Wharton: By whom?

Mr. Keiser: By the engine house force, and they go over the sequence of the control and the piston travel, and so forth, see that the engine is good for another twenty-four hours service. After arriving at the Pennsylvania station with his light train he may be held on this until it is loaded, or he may be assigned to certain shifting operations for half an hour or three-quarters of an hour around Pennsylvania station, and then return to his train and take it to Manhattan transfer, where he cuts off, and moves in the reverse direction, the helper giving the engineman signals from the rear platform, until he arrives at the storage track. There he may stand for fifteen minutes to an hour or an hour and a half, depending on the movements coming to Manhattan transfer, when he again proceeds with his train to the station.

I think that describes the movement of the service, and it is not continuous, as far as work is concerned.

Mr. Wharton: What hours do they work?

Mr. Keiser: Eight hours. When the engineman arrives for duty in the morning he gets his engine—

Mr. Lindsay: At what point?

Mr. Keiser: Either at Pennsylvania station or Sunnyside yard, or he relieves another man occasionally at Manhattan transfer.

Mr. Wharton: In each case it is a regular point from which he starts his tour of duty?

Mr. Keiser: A regular point from which he starts his tour of duty. He is required to see that the grease cups on the side rod are screwed down, and if his locomotive was laid over night, to see that everything is intact.

Mr. Wharton: Is he released from duty at the same point from which he starts?

Mr. Keiser: Why, in the majority of cases, yes. There may be occasions where there may be a late movement or something of that kind where he may be relieved at another point, but the locomotives are assigned so that each engineman desires to get his regular engine in practically every case.

Mr. Wharton: Is there an element of overtime that enters into this particular service to any degree?

Mr. Keiser: Not to any great extent.

Mr. Wharton: What would be the circumstances under which a man would be required to do overtime work?

Mr. Keiser: In case we have any special moves where there is a large number of train movements. For instance, if we have a football match at Princeton and are moving out probably fifteen, twenty or thirty extra trains, and they will be returning in the evening, in that case, why, the men naturally would work overtime. Then troop trains—

Mr. Wharton: I don't just understand how they could work overtime if you are working a given number of engines and have the three crews. Three crews, eight hours each, would make it twenty-four hours.

Mr. Keiser: The engines will vary in that case. For instance, we have in regular service, say twenty-four electric locomotives, that is, continual service. Any special movements we put in twenty-eight. We have put in as high as twenty-nine locomotives, and thirty-two.

Mr. Wharton: Would that necessitate the regular crews working overtime, or would the extra crews be called for the extra service?

Mr. Keiser: There would be certain extra crews called, but we have certain engines that are known as 16-hour engines. In other words, we can lay up certain engines after two tours of duty. Now they would work a longer tour. In other words, they may work twenty-four hours.

Mr. Wharton: With the same crew?

Mr. Keiser: With the same crew, yes.

Mr. Wharton: That would be the only circumstance under which a crew, then, might be able to make overtime?

Mr. Keiser: Yes.

Chairman Sines: How are those men paid—by the day, by the mile, by the hour, and how much are they paid?

Mr. Keiser: Well, they are paid a flat rate. At the present time, I think, it runs \$5.88 for eight hours for the engine-men.

Mr. Wharton: Is that under G. O. 27?

Mr. Keiser: That is under G. O. 27.

Chairman Sines: And the helper?

Mr. Keiser: And the helper, \$3.86.

Chairman Sines: Flat rate in both cases per day?

Mr. Keiser: Per day, yes.

Chairman Sines: So many hours or less?

Mr. Keiser: Yes.

Chairman Sines: Miles is not a factor?

Mr. Keiser: The miles figure out roughly 120 miles, more or less.

Chairman Sines: But it is not a factor in the pay?

Mr. Keiser: Not a factor, no.

Mr. Wharton: Is that a guaranteed day? In other words, if a man reports for duty and stays an hour is he paid for a day's pay?

Mr. Keiser: The rules and regulations cover that.

Mr. Wharton: I am asking now whether that is the case.

Mr. Keiser: Yes; if he is called for one hour naturally he would have a minimum day's pay.

Mr. Wharton: I can appreciate that you know what those rules are better than I may know them. I know what some rules are. Some roads have different rules.

Mr. Keiser: It is our standard rule.

Now as far as the duties of helpers are concerned, while the work of the helper is not laborious he is a necessity in some respects, and we aim to make our helpers out of men who have had some transportation experience, particularly firemen. For instance, say he will enter service as a fireman in yard service. The majority of our helpers are men who have had anywhere from three months to three years experience as firemen, and he is placed on an electric locomotive when he comes to the Pennsylvania station, as an experienced engineman. He is given six days in which to qualify on the physical characteristics of the road. In other words, he travels six days with an engineman in all services, and then he is given an examination on the physical characteristics by an experienced man or our regular examiner who, if the man is not positive on certain signals, he goes over the ground with him and he assists him. The system is comparatively simple, and a man in six days can grasp the general situation.

Mr. Wharton: Do the firemen on the steam locomotives have seniority rights to select jobs?

Mr. Keiser: Yes, they can select these jobs. A great many of them do. And again we will have helpers who want to go back firing in order to get the experience as a fireman, to become an engineer at some future time. All of our engine-men are men who have had experience either as an engineman in steam service—and we have one or two cases where they have been promoted from the helper to an engineman, but they have had three or more years service as a steam fireman.

Mr. Lindsay: What examination do you require of the man as to physical characteristics of the locomotive?

Mr. Keiser: He is placed on the locomotive—you mean as an engineman?

Mr. Lindsay: Helper.

Mr. Keiser: —with the engineman, and after a time he is given an examination in the working parts of the control, and so forth, either in an instruction room or on the locomotive, as the case may be—usually in the instruction room, where we can show him the operation of the apparatus.

Mr. Lindsay: Is he required to pass examination on his knowledge of its operation?

Mr. Keiser: No, not necessarily.

Mr. Wharton: 'Not necessarily?' What does that mean?

Mr. Keiser: Well, his duties do not require that he perform any distinct service in the way of making repairs. Your engineman is qualified on that line. But a man, after a time, will pick up the various items in the control, and in the air operation, and the operating parts of the locomotive, without any great difficulty.

Mr. Wharton: I did not quite catch the full meaning of the word "necessarily" when he is required to pass an examination, and then you say "not necessarily." Did you mean qualified to do the things that he is called upon to pass an examination for?

Mr. Keiser: He passes an examination on the physical characteristics of the road, signals, and so forth. So far as his duties are concerned on an electric locomotive he requires no examination, but a great many of these men prefer to pass an examination.

Mr. Wharton: What you might term a machinery examination?

Mr. Keiser: Yes, a machinery examination. I think that will cover our electric locomotives.

Now on our multiple unit operation, such as we have on the West Jersey & Seashore Railroad, this service, as you know, extends from Camden to Atlantic City, a distance of approximately 65 miles, including a local service to Millville, which is approximately 41 miles, and another local service to Glassboro, which is 19 miles.

Mr. Gaines: You don't use locomotives, though, on any of it, do you?

Mr. Keiser: No—multiple cars.

Mr. Lindsay: Passenger service exclusively?

Mr. Keiser: Passenger service exclusively. The motorman comes to work in the morning. He will step on his train which has been prepared by car inspectors and yard shifting men. He goes through his train to see that all of his air compression switches are closed, that his motor control switch is thrown in the proper direction, tries out the sequence of his train, then makes an application of the air and receives an air brake test from the car inspector, which, roughly, occupies approximately five to eight minutes, depending on the length of the train, which may be anywhere from two to eight cars. He makes the run, say, in the through service to Atlantic City, which is 65 miles, in one hour and a half, and he may lay there approximately fifteen or twenty minutes, or time enough to get off of this train and walk to the head end of another train, and return to Camden. So that he has made approximately a round trip of 130 miles in approximately three hours from the time he came to work until he returns to Camden. He then may make a trip to Millville, which consumes approximately one hour and twelve minutes for the run in each direction, or he may make one or more trips to Glassboro, which consumes approximately forty-two minutes, and there is no preparatory service required of this man. In other words, we are getting what we call his mileage out of the man instead of preparatory service such as would be necessary for a steam engine on that same run, and the work is not laborious; it is holding the controller handle in one position, which is also equipped with a dead man so that in case of any accident the air is applied automatically, and we feel that our arrangement of 180 miles for a day's pay is not any too much to expect of men in that service.

Mr. Wharton: At what rate per day?

Mr. Keiser: \$5.60, I think it is.

Mr. Wharton: For the helpers?

Mr. Keiser: That is under General Order 27. There is no helper. That is multiple unit service on multiple unit cars. Now that service is somewhat different from other multiple unit services which we have, in view of the fact that it runs through a sparsely settled territory for approximately thirty or thirty-five miles of the distance to Atlantic City. In our Paola service, of course, we have a purely local service, with our numerous stations, and naturally the mileage cannot be as great in a day.

Mr. Wharton: In this service is eight hours considered as a day?

Mr. Keiser: Eight hours is considered a day—eight hours within ten.

Mr. Wharton: And what rate of overtime?

Mr. Keiser: That would be one-eighth of \$5.60.

Mr. Wharton: None of that service is compensated for at mileage rates?

Mr. Walber: Only so far as anything in excess of 180 miles would be compensated for at the mileage rate about \$5.00, which is the rate under General Order 27. The principle is 180 miles, and excess at two and one-eighth cents a mile. That is in accordance with General Order 27.

Mr. Keiser: That is about all I have on that portion unless there are some questions you have to ask.

Mr. Lindsay: The service out of Philadelphia to Paola is multiple unit service exclusively?

Mr. Keiser: Exclusively multiple unit service.

Mr. Lindsay: And is there a helper employed in that multiple unit service?

Mr. Keiser: No, sir, there is one man. There is no helper employed in any multiple unit trains in our jurisdiction.

Mr. Wharton: Of what does the crew consist, the entire crew? Do you have a conductor and brakeman?

Mr. Keiser: Conductor, brakeman, flagman and motorman.

Mr. Lindsay: And baggageman?

Mr. Keiser: Yes, baggageman occasionally, when we run a baggage car. All trains run brakemen, that is, regardless of the length of the train. The standard would depend on the length of the train, naturally. If we had a big long train—I am not positive the number of cars they run out of Philadelphia.

Mr. Walber: The only point, Mr. Wharton, is that the number of brakemen will vary according to the different lengths of train.

Mr. Wharton: Where would the dividing line be as between one and two brakemen?

Mr. Walber: Three cars.

Mr. Wharton: Over three cars you would have at least two brakemen?

Mr. Walber: At least.

Mr. Lindsay: What are the duties of the multiple unit motorman upon the completion of his trip with respect to his equipment?

Mr. Keiser: He lets his train stand on the track at the terminal in which he arrives, and it is moved to either storage yard or prepared for a return movement by a yard motorman.

Mr. Lindsay: He simply walks off of the train?

Mr. Keiser: Walks off the train.

Mr. Lindsay: Without having any responsibility as to the equipment other than to shut off his controller. Does he operate any switches?

Mr. Keiser: No. The only thing he does is to shut off his controller and push the valve in the front end, connected with the air brake pipe—takes off his brake handle and the controller.

Chairman Sines: Is there anything further from Mr. Keiser?

Mr. Walber: No.

At the hearing before the Board of Railroad Wages and Working Conditions, several statements were submitted showing the accidents to the employees in the electric service. We had hoped to be able to have those statements brought up to date, but the information received so far is not complete. If the additional information is received before the close of these hearings, we will be pleased to file the completed statements, or, in fact, supply the information at any time, but we are not able to supply it at this time.

For the purpose of showing the effect of the mileage factor in the basis of pay, we submit herewith Exhibit F. No. 3, showing the number of trips made in Passenger Service in October, 1915. Also Exhibit F. No. 3(a), showing similar information for All Freight Service. As explained in connection with the Conductors' submission this is the latest data available illustrating the length of trips and the time consumed. A similar statement made to cover the present conditions would be highly desirable, but we doubt that it would show much difference in the proportions of the runs of the different lengths (These exhibits follow on pages 132, 133 and 134.)

TRIPS MADE IN PASSENGER SERVICE BY ENGINEERS—OCTOBER 1915

TERRITORY	Less than 8 hours	8 hours and less than 9	9 hours and less than 10	10 hours and less than 11	11 hours and less than 12	12 hours and less than 13	13 hours and less than 14	14 hours and less than 15	15 hours and less than 16	16 hours and over	Total	Per cent of Grand Total
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TRIPS OF 100 MILES OR LESS

Eastern.....	13,477	126	87	7	82	180	103	48	16	1	14,127	
Southeastern....	2,324	31	14	0	0	9	8	5	6	11	2,408	
Western.....	19,925	258	209	166	196	249	93	110	46	8	21,260	
Total.....	35,726	415	310	173	278	438	204	163	68	20	37,795	15.13

TRIPS OF MORE THAN 100 MILES BUT NOT EXCEEDING 110 MILES

Eastern.....	10,642	53	126	62	27	40	103	27	1	0	11,081	
Southeastern....	2,883	59	14	32	0	1	0	1	0	0	2,990	
Western.....	12,919	90	135	109	79	38	216	78	29	7	13,700	
Total.....	26,444	202	275	203	106	79	319	106	30	7	27,771	11.11

TRIPS OF MORE THAN 110 MILES BUT NOT EXCEEDING 120 MILES

Eastern.....	11,206	81	70	49	52	103	12	23	0	0	11,596	
Southeastern....	2,923	7	42	4	0	12	0	1	0	0	2,989	
Western.....	11,878	177	186	180	66	49	75	36	30	5	12,682	
Total.....	26,007	265	298	233	118	164	87	60	30	5	27,267	10.91

TRIPS OF MORE THAN 120 MILES BUT NOT EXCEEDING 130 MILES

Eastern.....	6,845	198	111	51	84	129	77	107	2	2	7,606	
Southeastern....	2,755	108	12	27	1	0	0	0	0	1	2,904	
Western.....	13,365	294	252	94	106	135	46	7	29	3	14,331	
Total.....	22,965	600	375	172	191	264	123	114	31	6	24,841	9.94

TRIPS OF MORE THAN 130 MILES BUT NOT EXCEEDING 140 MILES

Eastern.....	9,660	160	152	36	97	46	74	29	10	0	10,264	
Southeastern....	3,199	55	6	32	4	2	0	0	1	1	3,300	
Western.....	14,643	624	259	100	66	52	58	35	5	1	15,843	
Total.....	27,502	839	417	168	167	100	132	64	16	2	29,407	11.77

TRIPS OF MORE THAN 140 MILES BUT NOT EXCEEDING 150 MILES

Eastern.....	10,820	355	143	105	90	96	127	41	56	5	11,838	
Southeastern....	2,453	117	88	38	6	2	3	21	2	0	2,730	
Western.....	10,031	528	159	166	95	126	16	67	25	12	11,225	
Total.....	23,304	1,000	390	309	191	224	146	129	83	17	25,793	10.32

TRIPS OF MORE THAN 150 MILES BUT NOT EXCEEDING 160 MILES

Eastern.....	3,048	158	192	52	79	56	30	46	9	0	3,670	
Southeastern....	2,343	200	6	63	50	29	11	2	0	0	2,704	
Western.....	6,759	508	257	237	38	81	24	9	6	3	7,922	
Total.....	12,150	866	455	352	167	166	65	57	15	3	14,296	5.72

TRIPS OF MORE THAN 160 MILES

Eastern.....	10,569	2,270	1,001	866	554	492	328	187	65	36	16,368	
Southeastern....	5,141	1,490	1,013	462	288	231	16	32	7	7	8,687	
Western.....	21,107	6,554	3,960	2,664	1,299	1,079	525	208	174	96	37,666	
Total.....	36,817	10,314	5,974	3,992	2,141	1,802	869	427	246	139	62,721	25.10

SUMMARY

Eastern.....	76,267	3,401	1,882	1,228	1,065	1,142	854	508	159	44	86,550	34.63
Southeastern....	24,021	2,067	1,195	658	349	286	38	62	16	20	28,712	11.49
Western.....	110,627	9,033	5,417	3,716	1,945	1,809	1,053	550	344	135	134,629	53.88
Grand Total..	210,915	14,501	8,494	5,602	3,359	3,237	1,945	1,120	519	199	249,891	100.00
Per cent.....	84.40	5.80	3.40	2.24	1.34	1.30	.78	.45	.21	.08	100.00	

TRIPS MADE IN ALL FREIGHT SERVICE BY ENGINEERS—OCTOBER 1915

TERRITORY	Less than 8 hours	8 hours and less than 9	9 hours and less than 10	10 hours and less than 11	11 hours and less than 12	12 hours and less than 13	13 hours and less than 14	14 hours and less than 15	15 hours and less than 16	16 hours and over	Total	Per cent of Grand Total
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TRIPS OF 100 MILES OR LESS

Eastern.....	26,795	13,167	16,784	22,422	25,622	29,585	21,376	15,024	14,940	3,404	189,119	
Southeastern....	7,154	3,257	3,868	5,183	6,100	6,360	4,607	3,096	2,576	782	42,983	
Western.....	31,874	9,955	11,710	16,348	15,512	16,925	13,388	9,426	9,100	2,446	136,684	
Total.....	65,823	26,379	32,362	43,953	47,234	52,870	39,371	27,546	26,616	6,632	368,786	56.40

TRIPS OF MORE THAN 100 MILES BUT NOT EXCEEDING 110 MILES

Eastern.....	4,527	2,988	3,377	3,195	3,171	3,103	2,620	2,311	2,481	755	28,528	
Southeastern....	1,806	1,128	889	843	768	610	600	423	390	151	7,608	
Western.....	8,926	3,947	4,067	3,870	3,795	3,557	2,889	2,451	2,727	849	37,078	
Total.....	15,259	8,063	8,333	7,908	7,734	7,270	6,109	5,185	5,598	1,755	73,214	11.20

TRIPS OF MORE THAN 110 MILES BUT NOT EXCEEDING 120 MILES

Eastern.....	2,364	1,558	2,211	2,431	2,528	2,465	2,207	1,900	2,436	1,029	21,129	
Southeastern....	1,168	698	743	854	735	714	518	388	354	121	6,293	
Western.....	6,028	3,563	3,804	4,005	3,930	3,358	2,935	2,671	2,932	1,085	34,311	
Total.....	9,560	5,819	6,758	7,290	7,193	6,537	5,660	4,959	5,722	2,235	61,733	9.44

TRIPS OF MORE THAN 120 MILES BUT NOT EXCEEDING 130 MILES

Eastern.....	1,335	1,032	1,460	2,015	2,445	2,707	2,383	1,976	2,276	873	18,502	
Southeastern....	1,322	927	974	965	958	835	652	417	366	181	7,597	
Western.....	4,133	2,894	3,104	3,149	2,921	2,756	2,195	2,050	1,938	804	25,944	
Total.....	6,790	4,853	5,538	6,129	6,324	6,298	5,230	4,443	4,580	1,858	52,043	7.96

TRIPS OF MORE THAN 130 MILES BUT NOT EXCEEDING 140 MILES

Eastern.....	1,276	1,420	1,539	1,628	1,749	1,639	1,403	1,115	1,377	560	13,706	
Southeastern....	536	762	1,001	999	880	717	471	325	290	111	6,092	
Western.....	2,239	1,449	1,894	2,287	2,355	2,815	2,240	1,955	1,982	660	19,876	
Total.....	4,051	3,631	4,434	4,914	4,984	5,171	4,114	3,395	3,649	1,331	39,674	6.07

TRIPS OF MORE THAN 140 MILES BUT NOT EXCEEDING 150 MILES

Eastern.....	1,033	662	905	940	1,068	1,096	953	891	1,127	443	9,118	
Southeastern....	84	195	356	540	490	454	489	283	185	126	3,202	
Western.....	824	1,041	1,364	1,644	1,889	1,832	1,440	1,157	971	396	12,558	
Total.....	1,941	1,898	2,625	3,124	3,447	3,382	2,882	2,331	2,283	965	24,878	3.80

TRIPS OF MORE THAN 150 MILES BUT NOT EXCEEDING 160 MILES

Eastern.....	159	208	281	311	358	410	435	420	496	197	3,275	
Southeastern....	39	71	237	266	380	442	273	184	134	76	2,102	
Western.....	259	423	753	874	1,086	1,170	1,134	1,013	1,009	341	8,062	
Total.....	457	702	1,271	1,451	1,824	2,022	1,842	1,617	1,639	614	13,439	2.05

TRIPS MADE IN ALL FREIGHT SERVICE BY ENGINEERS—OCTOBER 1915—Continued

TERRITORY	Less than 8 hours	8 hours and less than 9	9 hours and less than 10	10 hours and less than 11	11 hours and less than 12	12 hours and less than 13	13 hours and less than 14	14 hours and less than 15	15 hours and less than 16	16 hours and over	Total	Per cent of Grand Total
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TRIPS OF MORE THAN 160 MILES

Eastern.....	109	199	286	471	514	479	469	440	599	183	3,749	
Southeastern....	61	156	291	691	958	1,015	884	720	526	217	5,519	
Western.....	306	434	713	1,031	1,439	1,776	1,596	1,480	1,370	720	10,865	
Total.....	476	789	1,290	2,193	2,911	3,270	2,949	2,640	2,495	1,120	20,133	3.08

SUMMARY

Eastern.....	37,598	21,234	26,843	33,413	37,455	41,484	31,846	24,077	25,732	7,444	287,126	43.91
Southeastern....	12,170	7,194	8,359	10,341	11,269	11,147	8,494	5,836	4,821	1,765	81,396	12.45
Western.....	54,589	23,706	27,409	33,208	32,927	34,189	27,817	22,203	22,029	7,301	285,378	43.64
Grand Total..	104,357	52,134	62,611	76,962	81,651	86,820	68,157	52,116	52,582	16,510	653,900	100.00
Per cent.....	15.96	7.97	9.58	11.77	12.49	13.28	10.42	7.97	8.04	2.52	100.00	

COMBINED SUMMARY BY GROUPS

Less than 100 miles.....	65,823	26,379	32,362	43,953	47,234	52,870	39,371	27,546	26,616	6,632	368,786	56.40
100 and less than 110.....	15,259	8,063	8,333	7,908	7,734	7,270	6,109	5,185	5,598	1,755	73,214	11.20
110 and less than 120.....	9,560	5,819	6,758	7,290	7,193	6,537	5,660	4,959	5,722	2,235	61,733	9.44
120 and less than 130.....	6,790	4,853	5,538	6,129	6,324	6,298	5,230	4,443	4,580	1,858	52,043	7.96
130 and less than 140.....	4,051	3,631	4,434	4,914	4,984	5,171	4,114	3,395	3,649	1,331	39,674	6.07
140 and less than 150.....	1,941	1,898	2,625	3,124	3,447	3,382	2,882	2,331	2,283	965	24,878	3.80
150 and less than 160.....	457	702	1,271	1,451	1,824	2,022	1,842	1,617	1,639	614	13,439	2.05
160 and over....	476	789	1,290	2,193	2,911	3,270	2,949	2,640	2,495	1,120	20,133	3.08
Grand Total..	104,357	52,134	62,611	76,962	81,651	86,820	68,157	52,116	52,582	16,510	653,900	100.00
Per cent.....	15.96	7.97	9.58	11.77	12.49	13.28	10.42	7.97	8.04	2.52	100.00	

	At 10 Miles per Hour		At 12½ Miles per Hour	
	Number of trips	Per cent	Number of trips	Per cent
Paid on basis of hours.....	332,797	50.92	488,588	74.72
Paid on basis of miles.....	321,103	49.08	165,312	25.28
Total.....	653,900	100.00	653,900	100.00

These Exhibits show the following comparison between freight and passenger runs of the different lengths.

	Passenger Per cent	All Freight Per cent
Proportion of runs, 100 miles or less.....	15.13	56.40
Proportion of runs, 101 to 110 miles.....	11.11	11.20
Proportion of runs, 111 to 120 miles.....	10.91	9.44
Proportion of runs, 121 to 130 miles.....	9.94	7.96
Proportion of runs, 131 to 140 miles.....	11.77	6.07
Proportion of runs, 141 to 150 miles.....	10.32	3.80
Proportion of runs, 151 to 160 miles.....	5.72	2.05
Proportion of runs, 161 miles and over.....	25.10	3.06

It will be observed that the firemen are requesting a flat rate of $6\frac{1}{2}$ cents per mile or \$6.50 per hundred (100) miles or less in passenger service, which is the minimum rate which they request in freight service on engines weighing 200,000 pounds and less, with the rate of 6.8 cents per mile on engines weighing 200,000 pounds and over. They are also requesting the rate of \$6.50 per day in yard service.

The comparison of the runs of the different lengths demonstrates that daily rates for men paid on a mileage basis afford no index whatever to their earnings. Under the several Awards previously referred to, and under Supplements Nos. 15 and 24, issued by the United States Railroad Administration, it will be observed that the mileage rates for the same types of locomotives were different in passenger and freight service. These rates in themselves, gave the firemen in passenger service the preference over firemen in freight service, but the proposition now under consideration would most pronouncedly disturb past relations between the two classes of service and result in the firemen in passenger service receiving earnings greatly in excess of the firemen in freight service. The table shows that 56.4% of the runs in freight service were 100 miles or less, while in passenger service only 15.13% were 100 miles or less. There is considerable difference in the percentages of the runs up to 150 miles in length, but it will be observed that 25.1% of the runs in passenger service were 160 miles and over, while in freight service only 3.8% of the runs exceed 160 miles.

Taking a run of 150 miles in length in freight service under the rate proposed on an engine 200,000 pounds and less, the fireman receives $150 \times 6\frac{1}{2}$ cents, or \$9.75, which would also be the same rate for a passenger fireman, but with a $12\frac{1}{2}$ miles per hour speed basis in freight service for calculating overtime, the fireman would not receive overtime until after he had consumed 12 hours on duty, while the fireman in passenger service, who would be on an overtime basis of 20 miles per hour, would receive overtime after he had been on duty 7 hours and 30 minutes. Because of the great difference in the conditions attached to the two classes of service, it has always been recognized that there were justifiable reasons for different mileage rates, and we feel that to now change them would create such pronounced differences as to constitute inequalities and to such an extent as to seriously disturb the preferential relation between the classes.

In connection with hearings held before the Board of Railroad Wages and Working Conditions last October, an exhibit was submitted by representatives of the Regional Directors, which exhibit shows the earnings of individual firemen assignments in through passenger service on representative railroads. This exhibit shows:—Train numbers; points between which run; rate per mile under Supplement No. 15; days worked during the month divided between week days and Sundays; hours and minutes on duty per day or trip; total hours on duty for the month's assignment; present compensation per trip; present compensation for the month's assignment, and the present average hourly earnings.

It will be noted that the present monthly earnings for the assignments covered by this exhibit range from \$137.10 to \$297.00, the present average hourly earnings ranging from 78.2 cents to \$1.513.

We have had the proposition applied to this exhibit, adding 4 columns thereto to show the earnings which would accrue under the proposed rates and conditions with the amount and percentage of increases over the present rates and conditions. The portion of the exhibit which covered the Eastern and Allegheny Regions we have numbered Exhibit F. No. 6, and the portion covering the Southern and Pocahontas Regions, Exhibit F. No. 6(a). (These exhibits appear on pages 136, 137 and 138.)

(COPY)

Mr. A. O. Wharton,
Chairman, Board of Railroad Wages and Working Conditions,
Washington, D. C.

DEAR SIR:

Referring to statement showing earnings of individual firemen assignments in through passenger service on representative railroads under Supplement No. 15, month of September, 1919, which statements were marked respectively Exhibits M-1 to M-5, inclusive.

We are attaching hereto statement showing the days that the firemen assigned to these runs did not cover the assignment for the entire month.

Yours truly,
ELISHA LEE, (Signed)
Chairman, Regional Directors Committee.

Encl.
c/o Mr. Timothy Shea,
Acting President, B. of L. F. & E.

(COPY)

STATEMENT SHOWING WHETHER THE ASSIGNMENTS IN THROUGH PASSENGER SERVICE WERE COVERED BY THE REGULAR MEN.

BALTIMORE & OHIO RAILROAD

Example No. 1:

Regular man (H. G. Johnson), covered the entire assignment.

Example No. 2:

Regular man (R. C. Young), worked 28 days and was off 2 days for personal reasons.

Example No. 3:

Regular man (P. J. Cronin), covered the entire assignment.

ERIE RAILROAD

Example No. 1:

Regular man covered assignment 8 days, was used as an Engineer on 5 days, and was off 2 days for personal reasons.

Example No. 2:

Regular man covered assignment 2 days, was used as an Engineer 1 day, and was off 12 days for personal reasons.

Example No. 3:

Regular man covered the entire assignment.

Example No. 4:

Regular man covered the entire assignment.

DELAWARE, LACKAWANNA & WESTERN

Example No. 1:

Regular man covered assignment 18 days—used as extra engineer 2 days. Displaced by senior man who covered next 10 days.

Example No. 2:

Covered by two regular men—the first man after making 4 trips being displaced by senior man who covered the remaining 11 trips.

Example No. 3:

Regular man covered the entire assignment.

Example No. 4:

Regular man covered assignment except on the 11th when he laid off for personal reasons.

STATEMENT SHOWING WHETHER THE ASSIGNMENTS IN THROUGH PASSENGER SERVICE WERE
COVERED BY THE REGULAR MEN—Continued

NEW YORK CENTRAL

On Examples Nos. 1, 3 and 4 the regular man covered the entire assignment.

On Example No. 2 the regular man was promoted to engineer after covering for 20 days—the last ten days run was covered by extra man.

NEW YORK, NEW HAVEN & HARTFORD

On Examples Nos. 1, 2 and 4, the regular man covered the entire assignment.

On Example No. 3 regular man bid in job and took assignment on the 2nd—worked 22 days, laying off 3 days of own accord. Run was covered on the first by spare man.

PENNSYLVANIA

Regular holders of assignments covered the full assignment on all four examples.
Washington, D. C., October 22nd, 1919.

SOUTHERN & POCAHONTAS REGIONS

Atlantic Coast Line

Run No. 1—Worked 27 days—off three days on vacation.

Run No. 2—Followed assignment entire month.

Run No. 3—Followed assignment entire month.

Run No. 4—Worked 29 days—off 1 day on personal business.

Run No. 5—Followed assignment entire month.

Norfolk & Western

Run No. 1—Worked 10 days only.

Run No. 2—Worked 11 days—pulled by senior fireman, who held run ten days, and reported sick. Extra man filled run balance of month.

Run No. 3—Followed assignment entire month.

Run No. 4—Followed assignment 16 days—off account sickness balance of month.

Run No. 5—No details given.

Southern

Run No. 1—Regular man worked full month.

Run No. 2—Regular man worked 14 days; off sick balance of month.

Run No. 3—Regular man worked 19 days—off balance of month account of sickness of wife.

Run No. 4—Position was bulletined first part of the month and extra man worked on run until run was bid in. The regular man worked 15 days and was off one day on his own account.

Run No. 5—Regular man worked 25 days—off balance of month visiting dentist.

**UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS**

Exhibit F-No. 6

**EARNINGS OF INDIVIDUAL FIREMEN ASSIGNMENTS IN THROUGH PASSENGER SERVICE ON
REPRESENTATIVE RAILROADS, UNDER SUPPLEMENT NO. 15—MONTH OF SEPTEMBER, 1919**

EASTERN AND ALLEGHENY REGIONS

RAILROAD	Train Numbers	Points Between Which Run	Daily Mileage of Assignments	Present Rate per Mile	Days Worked During Month			Hours and Minutes on Duty				Compensation Under Sup. No. 15 Earnings			Compensation Under Proposition			
					Wk-days	Sun-days	To'l	Per Day or Trip		Total for Month		Per Trip	Per Month	Hourly	For the Month's Assignment	Increase over Present		Average Hourly Earnings
								Hrs.	Min.	Hrs.	Min.					Amount	Per Cent	
D. L. & W.....	703-708	Scranton and Northland.....	163	Cents 4.16	26	4	30	8	....	240	....	\$6.78	\$203.40	\$0.8475	\$339.04	\$135.64	66.68	\$ 1.413
	5-12	Scranton and Elmira.....	234	4.40	14	1	15	8	30	127	30	10.30	154.50	1.2118	235.75	81.25	52.59	1.849
	2-7	Scranton and Hoboken.....	148	4.40	26	4	30	6	....	180	....	6.51	195.30	1.0850	307.84	112.54	57.62	1.71
	4-11	Scranton and Hoboken.....	135	4.40	26	4	30	5	30	165	....	5.94	178.20	1.08	280.80	102.60	57.58	1.702
Erie.....	4-3	Hornell and Susquehanna.....	280	4.32	13	2	15	9	34	143	30	12.10	181.44	1.2644	291.20	109.76	60.49	2.029
	26-453	Hornell and Susquehanna.....	280	4.00	13	2	15	11	55	178	45	11.20	168.00	.9399	291.20	123.20	73.33	1.629
	5-6	Port Jarvis and Susquehanna.....	210	4.40	13	2	15	7	25	111	15	9.24	138.60	1.2458	218.40	79.80	57.58	1.963
	3-8	Port Jarvis and Susquehanna.....	210	4.40	13	2	15	7	47	116	45	9.24	138.60	1.1872	218.40	79.80	57.58	1.871
New York Central	25-26	Albany and Syracuse.....	149	4.40	26	4	30	4	20	130	....	6.56	196.68	1.5129	309.92	113.24	57.58	2.384
	59-26	Syracuse and Buffalo.....	149	4.40	26	4	30	4	25	132	30	6.56	196.68	1.4844	309.92	113.24	57.58	2.339
	15-22	No. White Plains and No. Adams..	152	4.40	26	4	30	5	27	163	30	6.69	200.64	1.2272	316.16	115.52	57.58	1.933
	5-2	Harmon and Albany.....	224	4.40	13	2	15	8	48	132	....	9.86	147.87	1.12	232.96	85.09	57.54	1.765
N. Y., N. H. & H.	4-19	New Haven to Boston and return..	322	4.32	9	4	13	10	29	136	17	13.92	180.96	1.3279	313.95	132.99	73.49	2.304
	24-5	New Haven to Boston and return..	322	4.32	13	0	13	11	03	143	39	13.92	180.96	1.2597	272.09	91.13	50.36	1.894
	45-56	Hartford to Stamford and return..	172	4.16	26	0	26	7	35	197	10	7.16	186.04	.9436	290.68	104.64	56.25	1.474
	46-61	Stamford to Hartford and return..	169	4.16	26	0	26	10	10	264	20	7.95	206.70	.7820	285.61	78.91	38.17	1.081
B.&O., LinesEast	4-5	Washington and Cumberland.....	152	4.40	26	4	30	5	20	160	....	6.68	200.64	1.2540	316.16	115.52	57.58	1.976
	501-528	Philadelphia and Washington.....	141	4.32	26	4	30	4	55	147	30	6.09	182.70	1.2386	293.28	110.58	60.53	1.988
	64-67	Philadelphia and Baltimore.....	100	4.08	26	4	30	5	50	175	....	4.57	137.10	.7834	208.00	70.90	51.71	1.188
Penna., LinesEast	130-109	Washington and Manhattan Trans.	220	4.48	16	4	20	*6	25	134	30	9.86	197.20	1.4662	314.60	117.40	59.53	2.339
	23-16	Harrisburg and Manhattan Trans.	184	4.40	16	4	20	*5	30	110	20	8.10	162.00	1.4683	263.12	101.12	62.42	2.385
	1073-1072	Manhattan Transfer and Atlantic City.....	276	4.16	12	3	15	8	19	124	45	11.48	172.20	1.3804	296.01	123.81	71.90	2.373
	1226-7 1236-53	Philadelphia and Manhattan Trans.	173	4.16	16	4	20	18	56	165	....	17.35 17.20	146.40	.8873	247.39	100.99	68.99	1.493

*Alternate days.

Weekdays.

†Sundays.

**UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS**

Exhibit F-No. 6(a)

**EARNINGS OF INDIVIDUAL FIREMEN ASSIGNMENTS IN THROUGH PASSENGER SERVICE ON
REPRESENTATIVE RAILROADS UNDER SUPPLEMENT NUMBER 15, ALSO EARNINGS
WHICH WOULD ACCRUE FOR THE SAME ASSIGNMENTS UNDER THE
PROPOSED RATES AND CONDITIONS**

SOUTHERN AND POCAHONTAS REGIONS

RAILROAD	Train Numbers	Points Between Which Run	Daily Mileage of assignment	Present Rate Per Mile	Days Worked During Month			Hours and Minutes on Duty								Present Compensation		Compensation Under Proposition					
					Wk. days	Sun-days	Total	Straight Time		Over-time		Total		Average per Day		Total for Months assignment		Average		Total for Mo.'s assignment	Increase		Average Hourly Earnings
								Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Daily	Hourly	Amnt.	Per Ct.				
Atlantic Coast Line.....	93-94 44-45 56-57 59-60 62-63	Rocky Mount and Fayetteville Dothan and Montgomery.... Sumter and Maxton..... Fayetteville and Wilmington.. Wilmington and Newbern....	180 238 170 166 174	4.08 4.16 4.00 4.00 4.00	26 26 26 26 26	4 4 4 4 4	30 30 30 30 30	234 302 257 232 201	.... 30 30 ....	.... 30 232 45	.... 302 257 ....	.... 30 30	7 10 8 7 8	48 05 35 45 12	\$ 244.80 297.00 240.00 240.00 231.75	\$ 8.16 9.90 8.00 8.00 7.725	\$ 1.046 .9818 .9320 1.032 .9420	\$ 416.00 495.04 416.00 416.00 449.67	\$ 171.20 198.04 176.00 176.00 217.92	69.93 66.68 73.33 73.33 94.03	\$ 1.777 1.636 1.615 1.789 1.828	
Norfolk & Western	3-4-15-16 29-30 41-42 13-14 1-14	Roanoke and Crewe..... Roanoke and Crewe and return Roanoke and Bristol and return Roanoke and Bristol and return Roanoke and Shenandoah....	*5460 3900 14832 14832 134	4.48 (4.32) (4.48) 4.48 4.32 4.32	25 12 14 2 26	4 3 2 16 5	29 15 175 192 31	215 154 175 192 166	13 52 38 17 20	23 20 45 58 25	37 33 213 240 55	238 175 255 13 192	50 25 15 15 6	8 11 13 15 13	14 41 22 53 13	257.66 184.83 238.02 234.53 193.48	8.885 12.322 14.876 14.658 6.241	1.079 1.054 1.113 1.066 1.006	426.30 318.92 409.27 427.25 342.33	168.64 134.09 171.25 192.72 148.85	65.45 72.54 71.94 82.17 76.93	1.783 1.817 1.912 1.78 1.783	
Southern.....	35-36 38-39 43-32 11-14-12-21 14-11-21-12	Alexandria and Monroe..... Alexandria and Monroe..... Alexandria and Monroe..... Alexandria and Harrisonburg.. Alexandria and Harrisonburg..	159 159 159 142 142	4.48 4.48 4.48 4.16 4.16	26 26 26 26 26	5 5 5 3 3	31 31 31 29 29	170 177 181 201 197	48 18 54 09 12	1 24 17	35 21 07	172 177 181 218 214	23 18 54 33 19	5 5 5 7 7	35 43 32 32 13	221.94 220.82 220.82 180.36 180.21	7.16 7.12 7.12 6.22 6.21	1.287 1.245 1.214 1.215 .841	349.31 346.22 346.22 315.45 314.90	127.37 125.40 125.40 135.10 134.69	57.39 56.78 56.78 74.91 74.74	2.03 1.956 1.902 1.443 1.471	

a—Turn-around run—paid minimum day in each direction.

*—Assignment calls for 42 trips. (42 times 130 equals 5460.)

†—Assignment calls for 30 trips. (30 times 130 equals 3900.)

‡—Assignment calls for 32 trips. (32 times 151 equals 4832.)

Note.—Information for the Norfolk & Western Railway and the Southern Railway is based on the month of July, 1919, while the Atlantic Coast Line is based on the month of September, 1919.

From these exhibits it will be noted that the minimum monthly earnings under the proposed rates and conditions would be \$208.00; the maximum, \$495.04, the minimum increase, \$70.90; the maximum increase, \$217.92; the minimum percentage of increase, 38.17; the maximum, 94.03; the average hourly earnings under the proposition ranging from \$1.081 to \$2.385.

We respectfully call your attention to an individual assignment on the New York, New Haven & Hartford Railroad on Trains Nos. 4 and 19, which is a turnaround run between New Haven, Conn., and Boston, Mass. The runs in passenger service between New Haven and Boston are so laid out that during the month of September, 1919, the fireman on this particular assignment did actually work 9 week days and 4 Sundays. The present earnings for this fireman (and the regular fireman covered the entire assignment) was \$180.96. Under the requested rates with time and one-half for Sunday service, this employee would receive for the same service, \$313.95, an increase of \$132.99, or 73.49 per cent. His average hourly earnings would be increased from \$1.328 to \$2.304. This, we believe, shows the far reaching effect of time and one-half time for Sunday service.

We are also attaching to this exhibit, data which shows whether or not the regular fireman covered the entire assignment for the month, which data was submitted to the Board of Railroad Wages and Working Conditions by the Regional Directors Representatives along with the original exhibit.

PROPOSED ARTICLE II—BASIC DAY AND OVERTIME:

"(a) In passenger service (except short turn-around and suburban service), one hundred (100) miles, or less five (5) hours, or less (straight-away or turn-around), shall constitute a day's work. On runs of one hundred (100) miles, or less, overtime will begin at the expiration of five (5) hours. On runs of over one hundred (100) miles, overtime shall begin when the time on duty exceeds the miles run divided by twenty (20). All overtime shall be paid for at one and one-half times one-fifth of the daily rate, according to class of engine or other power used, computed on the minute basis.

"(b) On short turn-around runs, no single trip of which exceeds eighty (80) miles, including suburban service, one hundred (100) miles, or less, eight (8) hours, or less, shall constitute a day. Miles in excess of one hundred (100) shall be paid for at prorata rate. Time to be computed continuously from time required to report for duty until relieved at end of final trip. All time in excess of eight (8) hours shall be paid for as overtime at one and one-half times one-eighth of the daily rate, according to class of engine, or other power used, computed on the minute basis. This applies regardless of mileage made."

In submitting this proposal attention was called to the fact that the only change in the present rules consisted in the rate for overtime. Under Supplement No. 24, the hourly overtime rate is not less than one-eighth of the daily rate. The proposal intends not only to make the basic hourly rate one-fifth of the daily rate, but also to make the overtime rate one and one-half times thereof. The article reads:

"****All overtime shall be paid for at one and one-half times one-fifth of the daily rate, etc."

and on page 472 of the minutes, the statement appears that on some railroads overtime is computed on even a more favorable basis than that provided by the rule. Under such more favorable rules which were permitted to be retained by the provisions of Supplement No. 24, and as requested in the present proposal, overtime may accrue earlier than 5 hours on a run of 100 miles or less, and much earlier than the time produced by dividing the length of the run by 20 to produce the equivalent in hours. It is proposed that under such more favorable bases for establishing the time when overtime commences, overtime should be paid at one and one-half times 1-5 the daily rates. There are no cases where time and one-half is applied to an hourly rate in excess of the prorata of the daily rate of 8 hours, and in no case is even pro rata overtime paid prior to 8 hours, excepting for trainmen and enginemen in passenger service. On the 20 miles an hour speed basis, the 8 hours is equivalent to 160 miles. On a run of, say 120 miles, the overtime would start at the expiration of 6 hours. If a fireman on a run of that length were out 7 hours, he would receive 120 miles or 1.2 day's pay with 1 hour overtime on the pro rata basis. The proposal is that he should receive 1.2 day's pay for 120 miles, and in addition, overtime at 1½ times 1-5 of the daily rate.

Article I of the proposal requests the rate of 6½ cents per mile. On a straight-away run of 120 miles this would produce \$7.80. 1-5 of \$6.50 is \$1.30 times 1½ equals \$1.95. The earnings on the run described would, therefore, be \$9.75 for 7 hours on duty, equaling \$1.39 per hour. For a passenger engineer on an engine weighing 170,000 to 200,000 pounds on drivers, the rate requested is 8.24 cents per mile; for 120 miles he would receive \$9.89. The engineers request that the basis of Supplement No. 24 be continued, which provided that overtime shall be paid at not less than ⅓ of the daily rate; therefore, the hourly overtime rate on the locomotive used, would be \$1.03. The earnings for the engineer, therefore, would be \$10.92, or \$1.56 per hour, compared with the fireman's earnings of \$9.75 for the trip, and \$1.56 per hour for the engineer as compared with \$1.39 for the fireman. It will also be observed that under the firemen's proposal his hourly overtime rate would be \$1.95, while the engineers' hourly overtime rate would be \$1.03.

Section (b) applies to short turn-around runs, no single trip of which exceeds eighty (80) miles, including suburban service. The change proposed in this rule consists of providing for overtime after 8 hours from the time of reporting for duty. The greater portion of service to which this rule applies consists of suburban runs, which are generally short in length, and do not require the employee to be on duty continuously. This feature was recognized in the corresponding rule in Supplement No. 24, which provides as follows:

Article III—Section (a)—Supplement No. 24 reads:

“(a) Engineers, firemen, and helpers on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) **within 10 consecutive hours; and also for all time in excess of 10 consecutive hours** computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

“For calculating overtime under this rule the management may designate the initial trip.

“Where a more favorable overtime rule exists, such rule may be retained, in which event this section will not apply.”

Underscored portion of paragraph (a) omitted in present proposals.

It will be observed that the present rule permits of deduction of time off duty in excess of 1 hour within the spread of 10 hours, but that all time in excess of 10 hours, whether on duty or not, must be paid as overtime. The rule also provides that there is to be no extension in the overtime limit in proportion to the miles in excess of the day. The proposal provides a continuation of this feature, notwithstanding it eliminates the 10 hour feature of the rule and overtime would be paid thereunder after 8 hours regardless of the length of the run in addition to all miles made in excess of 100.

On many of the assignments miles are run in excess of 100. From a study of runs in the Eastern territory in 1916, it was found that those runs averaged approximately 118 miles per day. If time were available to obtain similar statements of the present service, it is believed that there would not be much change in this respect. This shows that even under the 8-within-10-hour rule with the wages based on mileage, more than single payments result for the service performed.

A rule of this character was introduced into the wage schedule for the first time in 1910, as the result of an arbitration on the New York Central Railroad. The rule handed down in that arbitration provided for overtime after 8 hours on duty within 12 hours, and all time thereafter. This rule gave consideration to the requirements of the service, recognizing that in suburban service it was necessary for the railroad to bring workers into the centers in time to engage in their usual occupations, and return them to their homes after the completion of their work. The service generally is heavy in the morning and again in the evening, and the requirements of the traveling public permit of lighter service during the middle of the day, thus resulting in the employees having varying periods of time off duty between their morning and evening service.

The 8-hour provision of the original rule recognized 8 hours on duty of the employee. The 12-hour provision placed a limit within which the 8 hours on duty could occur. The rule also recognized that periods off duty of 1 hour or less could not be deducted. We feel that the fairness of the original rule will appeal to all who are familiar with the requirements in the large centers, and the impropriety of calculating the time of the employees continuously from the time they first report for duty without recognition of the periods of time off duty which the character of service permits, will be apparent.

As a result of the settlement for the application of the Adamson Law, the 12-hour provision of the original rule was reduced to 10, which made a corresponding increase in the overtime resulting from the restrictive rule, the character of the service permitting of only very slight adjustments in the arrangement of crew assignments, in order to overcome the change in the rule, (the train service having to be maintained.)

It will be recognized that if additional trips are required of the employee under a re-assignment the increased mileage for which they are paid will tend to destroy the provisions permitting deductions of intervals of release and further accentuate the duplication of payment feature of the rule, that is, the payment for both miles and time.

In addition, the so-called 8-within-10-hour rule also provided for paying both time and miles and the rule applying in all cases to turn-around runs of 80 miles or less, one way, makes it very difficult, if not impossible, to so arrange the service as to avoid payment for both miles and time.

With such a rule as now proposed, to overcome the excessive cost which would result from the payment of time and one-half for overtime after 8 hours calculated from time of reporting for duty regardless of whether opportunities were available for using the employees or not, in addition to paying for all miles run, it would be necessary to use 2 crews for performing the morning and evening service where one crew may now be used.

Attention is also called to the fact that the engineers are requesting no change in the present rules. To grant the firemen's request would result in the engineers and firemen being on different bases for the payment of overtime and in many cases would result in the firemen receiving greater pay than the engineer.

Using the average mileage of those runs as mentioned heretofore—On a run with seven (7) hours actually on duty within a spread of ten (10) hours, the engineer operating an engine for which the rate of \$8.24 is requested, and for the fireman the \$6.50 rate requested—the engineer would receive 118 times 8.24c, or \$9.72; the fireman would receive 118 times 6.5c equaling \$7.67 plus two (2) hours overtime at \$1.22 per hour, or \$2.44, making total compensation \$10.11. If, in the same example, both engineer and fireman were on duty 10 hours and both entitled to 2 hours' overtime, the fireman would receive the same compensation as shown, but the engineer's overtime would be \$2.06 compared with the fireman's \$2.44, the engineer receiving \$11.78 total earnings compared with \$10.11 for the fireman.

On a run of 100 miles with no overtime accruing under the engineers' proposed rule, the engineer would receive straight pay for the day for the type of engine used in the other examples, \$8.24—the fireman would receive \$6.50 for 8 hours with 2 hours' overtime at time and one-half, equalling \$2.44, total pay \$8.94, which exceeds the pay of the engineer.

Attention is also called to the proposal to omit the provision of the existing rule reading:

Article III, 2d Paragraph of Section (a), Supplement No. 24:

"For calculating overtime under this rule the management may designate the initial trip."

The former rule applied alike to all employees of the engine and train crew, and in order to avoid requiring the employees to change their homes due to the frequent changes in the passenger runs due to the requirements of the traveling public, the rule referred to has been in effect by understandings between the managements and the representatives of certain of the organizations, and was definitely provided for when the Adamson Law settlement was reached. As the service in heavy in the morning and evening, the spread of the assignment will be affected by fixing the first trip, i. e., whether the first trip shall be considered starting in the evening or in the morning. The overtime has been calculated regardless of the actual initial terminal of the run and in that way making it unnecessary to consider the home station of the employee. The time on duty is not affected in any way but the payments under the rule may be seriously affected depending upon which of the trips is considered the initial trip.

If this provision were eliminated controversies would ensue over railroad managements requiring employees to start their trips from designated initial terminals, and as stated, the rule was agreed to in order to avoid such controversies. It will also be noted that the trainmen's and conductor's proposal continues the former provision and the change is only requested by the firemen.

The subject of time and one-half for overtime in passenger service is discussed at length on pages 2243 to 2253 of the proceedings (pages 28 and 29 of this volume) in connection with similar request submitted by the trainmen, which discussion applies with equal force to the firemen's proposal.

ARTICLE III—PROPOSED

FREIGHT SERVICE

Rates of Pay for Firemen and Helpers.

"(a) Rates for firemen and helpers in through and irregular freight, pusher, helper, belt line or transfer, work, wreck, construction, snow plow, circus trains, milk trains and all other unclassified service, shall be as follows: Based on total weight of locomotive, exclusive of tender—

On engines weighing less than 200,000 pounds.....	\$6.50
On engines weighing 200,000 pounds and over.....	6.80
On all Mallet engines.....	7.20

"(b) A minimum of fifty (50) cents per one hundred (100) miles, or less, is to be added for firemen or helpers in local or way freight service, mixed trains, mine runs and roustabout service, to through freight rates, according to class of engine or other power used. Miles over one hundred (100) to be paid for pro rata.

"(c) The foregoing rates shall be applicable to all firemen and helpers in all classes of service covered by paragraphs (a) and (b) of this article, regardless of power used.

"(d) The term 'helper' as used herein will be understood to mean the second man employed on electric locomotives or other than steam power."

The present provisions covered by Supplement No. 24 are as follows:

FREIGHT SERVICE

ARTICLE IV—RATES OF PAY. Supplement No. 24.

“(a) Rates for engineers, firemen and helpers in through and irregular freight, pusher, helper, mine run or roustabout, belt line or transfer, work, wreck, construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service shall be as follows:

WEIGHT ON DRIVERS	PRESENT	PROPOSED	PRESENT			PROPOSED
	Engineers, Steam, Electric or other Power		Firemen		Helpers, Electric	Per Day
	Per Day	Per Day	Coal Per Day	Oil Per Day	Per Day	
Less than 80,000 lbs.....	\$6.08	\$ 8.34	\$4.24	\$4.24	\$4.24	\$6.50
80,000 to 100,000 lbs.....	6.16	8.42	4.32	4.24	4.24	6.50
100,000 to 140,000 lbs.....	6.24	8.50	4.48	4.32	4.24	6.50
140,000 to 170,000 lbs.....	6.48	8.74	4.64	4.48	4.24	6.50
170,000 to 200,000 lbs.....	6.64	8.90	4.80	4.64	4.24	6.80
200,000 to 250,000 lbs.....	6.80	9.06	4.96	*4.80	4.40	6.80
250,000 to 300,000 lbs.....	6.94	9.20	5.12	5.12	4.40	6.80
300,000 to 350,000 lbs.....	7.08	9.34	5.28	5.28	4.40	6.80
350,000 lbs. and over.....	7.28	9.54	5.44	5.44	4.40	6.80
Mallets less than 275,000 lbs.....	7.78	10.04	5.44	5.44	.....	7.20
Mallets 275,000 lbs. and over.....	8.00	10.26	5.75	5.75	.....	7.20

*Oil differential not to apply on engines weighing over 215,000 pounds on drivers,

“(b) For local or way-freight service, 52 cents per 100 miles or less for engineers and 40 cents per 100 miles or less for firemen shall be added to the through freight rates, according to class of engine; miles over 100 to be paid for pro rata.

“(c) The term ‘helper’ as used in this order will be understood to mean the second man employed on electric locomotives or other than steam power.”

Attention is called to the underscored portions of Article IV of Supplement No. 24, which shows the changes in the present rules which are now proposed by the firemen. It is proposed that mixed trains, mine runs and roustabout service shall be transferred from the through freight classification to the local freight classification, thus resulting in these classes of service receiving the differential of 50 cents per 100 miles, or less, above the through freight classification. In addition, the provision for milk train service would be very materially extended; the present provision applying to trains established for the exclusive purpose of handling milk, while under the proposal it could be claimed that any train hauling milk, regardless of the quantity, whether in carloads or even less than carload lots, would be entitled to the through freight classification.

Attention is also called to the request submitted by the engineers which corresponds with the present Article IV of Supplement No. 24, the engineers requesting no change in the classification. In this connection attention is called to the claim of the conductors that all members of a crew should be paid on the same basis. The conductors do not submit any itemized classification of service, and neither do the trainmen in Article V of their proposal, which apparently contemplates that the existing classifications will be maintained. Under the conductors proposal, if the requests of the firemen were granted, and it caused the existing classification to be improved to the higher classification, the conductors would receive the benefit, but the engineers are asking no change in the present classification, and if both the requests of the engineers and firemen were granted, it would result in the two members of the engine crew being paid on different classifications.

In connection with the proposed rates, attention is called to Exhibit F, No. 4, which shows separately for all three territories the rates in effect, prior to General Order No. 27; after application of General Order No. 27, and after the Application of Supplement No. 15, together with Proposed Rates. This table which appears on pages 143 to 145, inclusive, also shows the money differential between the Engineers' and Firemen's Rates.

RELATION BETWEEN ENGINEERS' AND FIREMEN'S RATES IN PASSENGER SERVICE
EASTERN TERRITORY

Weight on Drivers	Eastern Award 1913			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 80,000 lbs.....	\$4.25	\$2.45	\$1.80	\$4.73	\$3.15	\$1.58	\$5.60	\$4.00	\$1.60	\$8.00	\$6.50	\$1.50
80,000 to 100,000 lbs.....	4.25	2.50	1.75	4.73	3.22	1.51	5.60	4.08	1.52	8.00	6.50	1.50
100,000 to 140,000 lbs.....	4.25	2.60	1.65	4.73	3.35	1.38	5.68	4.16	1.52	8.08	6.50	1.58
140,000 to 170,000 lbs.....	4.25	2.70	1.55	4.73	3.48	1.25	5.76	4.32	1.44	8.16	6.50	1.66
170,000 to 200,000 lbs.....	4.25	2.85	1.40	4.73	3.67	1.06	5.84	4.40	1.44	8.24	6.50	1.74
200,000 to 250,000 lbs.....	4.25	3.00	1.25	4.73	3.86	.87	5.92	4.48	1.44	8.32	6.50	1.82
250,000 to 300,000 lbs.....	4.25	3.20	1.05	4.73	4.12	.61	6.00	4.48	1.52	8.40	6.50	1.90
300,000 to 350,000 lbs.....	4.25	3.40	.85	4.73	4.38	.35	6.08	4.56	1.52	8.48	6.50	1.98
350,000 to 400,000 lbs.....	4.25	3.60	.65	4.73	4.64	.09	6.16	4.64	1.52	8.56	6.50	2.06
400,000 to 450,000 lbs.....	4.25	3.60	.65	4.73	4.64	.09	6.24	4.72	1.52	8.64	6.50	2.14
450,000 to 500,000 lbs.....	4.25	3.60	.65	4.73	4.64	.09	6.32	4.80	1.52	8.72	6.50	2.22
500,000 lbs. and over.....	4.25	3.60	.65	4.73	4.64	.09	6.40	4.88	1.52	8.80	6.50	2.30
Mallets.....	4.25	4.00	.25	4.73	5.15	(*) .42	6.60	5.20	1.40	9.00	7.20	1.80

(*)—Decrease.

SOUTHEASTERN TERRITORY

Cylinder Dimensions and Weights on Drivers	Rates in Effect 1916			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 21-inch Cylinder....	\$4.25	\$2.50	\$1.75	\$4.73	\$3.22	\$1.51	.....	.....	.....	.....	.....	.....
21-inch Cylinder and over.....	4.40	2.60	1.80	4.90	3.35	1.55	.....	.....	.....	.....	.....	.....
Atlantic Type Engines.....	4.40	2.60	1.80	4.90	3.35	1.55	.....	.....	.....	.....	.....	.....
Less than 80,000 lbs.....	4.25	2.50	1.75	4.73	3.22	1.51	\$5.60	\$4.00	\$1.60	\$8.00	\$6.50	\$1.50
80,000 to 100,000 lbs.....	4.25	2.50	1.75	4.73	3.22	1.51	5.60	4.08	1.52	8.00	6.50	1.50
100,000 to 140,000 lbs.....	4.25	2.50	1.75	4.73	3.22	1.51	5.68	4.16	1.52	8.08	6.50	1.58
140,000 to 170,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	5.76	4.32	1.44	8.16	6.50	1.66
170,000 to 200,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	5.84	4.40	1.44	8.24	6.50	1.74
200,000 to 250,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	5.92	4.48	1.44	8.32	6.50	1.82
250,000 to 300,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	6.00	4.48	1.52	8.40	6.50	1.90
300,000 to 350,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	6.08	4.56	1.52	8.48	6.50	1.98
350,000 to 400,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	6.16	4.64	1.52	8.56	6.50	2.06
400,000 to 450,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	6.24	4.72	1.52	8.64	6.50	2.14
450,000 to 500,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	6.32	4.80	1.52	8.72	6.50	2.22
500,000 lbs and over.....	4.40	2.60	1.80	4.90	3.35	1.55	6.40	4.88	1.52	8.80	6.50	2.30
Mallets.....	.....	.....	.....	.....	.....	.....	6.60	5.20	1.40	9.00	7.20	1.80

(See Note (a)).

WESTERN TERRITORY

Coal Burning Locomotives Weight on Drivers	Western Award 1915			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 80,000 lbs.....	\$4.30	\$2.50	\$1.80	\$4.78	\$3.22	\$1.56	\$5.60	\$4.00	\$1.60	\$8.00	\$6.50	\$1.50
80,000 to 100,000 lbs.....	4.30	2.55	1.75	4.78	3.28	1.50	5.60	4.08	1.52	8.00	6.50	1.50
100,000 to 140,000 lbs.....	4.40	2.60	1.80	4.90	3.35	1.55	5.68	4.16	1.52	8.08	6.50	1.58
140,000 to 170,000 lbs.....	4.40	2.70	1.70	4.90	3.48	1.42	5.76	4.32	1.44	8.16	6.50	1.66
170,000 to 200,000 lbs.....	4.45	2.85	1.60	4.95	3.67	1.28	5.84	4.40	1.44	8.24	6.50	1.74
200,000 to 250,000 lbs.....	4.45	3.00	1.45	4.95	3.86	1.09	5.92	4.48	1.44	8.32	6.50	1.82
250,000 to 300,000 lbs.....	4.65	3.20	1.45	5.17	4.12	1.05	6.00	4.48	1.52	8.40	6.50	1.90
300,000 to 350,000 lbs.....	4.80	3.40	1.40	5.34	4.38	.96	6.08	4.56	1.52	8.48	6.50	1.98
350,000 to 400,000 lbs.....	4.80	3.60	1.20	5.34	4.64	.70	6.16	4.64	1.52	8.56	6.50	2.06
400,000 to 450,000 lbs.....	4.80	3.60	1.20	5.34	4.64	.70	6.24	4.72	1.52	8.64	6.50	2.14
450,000 to 500,000 lbs.....	4.80	3.60	1.20	5.34	4.64	.70	6.32	4.80	1.52	8.72	6.50	2.22
500,000 lbs. and over.....	4.80	3.60	1.20	5.34	4.64	.70	6.40	4.88	1.52	8.80	6.50	2.30
Mallets.....	5.00	4.00	1.00	5.56	5.15	.41	6.60	5.20	1.40	9.00	7.20	1.80

Note.—(a) Prior to Supplement No. 15 to General Order No. 27, the rates in the Southeastern territory were based on Cylinder dimensions. The above statement shows the rates actually in effect based on Cylinder dimensions, and the rates which would obtain for the same classes of engines by applying the rates in effect to the various weights on drivers.

RELATION BETWEEN ENGINEERS' AND FIREMEN'S RATES IN THROUGH FREIGHT SERVICE

EASTERN TERRITORY

Weight on Drivers	Eastern Award 1913			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 80,000 lbs.....	\$4.75	\$2.75	\$2.00	\$5.49	\$3.69	\$1.80	\$6.08	\$4.24	\$1.84	\$8.34	\$6.50	\$1.84
80,000 to 100,000 lbs.....	4.75	2.85	1.90	5.49	3.83	1.66	6.16	4.32	1.84	8.42	6.50	1.92
100,000 to 140,000 lbs.....	4.75	3.00	1.75	5.49	4.03	1.46	6.24	4.48	1.76	8.50	6.50	2.00
140,000 to 170,000 lbs.....	4.75	3.10	1.65	5.49	4.16	1.33	6.48	4.64	1.84	8.74	6.50	2.24
170,000 to 200,000 lbs.....	4.75	3.20	1.55	5.49	4.30	1.19	6.64	4.80	1.84	8.90	6.80	2.10
200,000 to 250,000 lbs.....	4.75	3.30	1.45	5.49	4.43	1.06	6.80	4.96	1.84	9.06	6.80	2.26
250,000 to 300,000 lbs.....	4.75	3.55	1.20	5.49	4.77	.72	6.94	5.12	1.82	9.20	6.80	2.40
300,000 to 350,000 lbs.....	4.75	4.00	.75	5.49	5.37	.12	7.08	5.28	1.80	9.34	6.80	2.54
350,000 lbs. and over.....	4.75	4.00	.75	5.49	5.37	.12	7.28	5.44	1.84	9.54	6.80	2.74
Mallets under 275,000 lbs.....	4.75	4.00	.75	5.49	5.37	.12	7.78	5.44	2.34	10.04	7.20	2.84
Mallets, 275,000 lbs. and over.	4.75	4.00	.75	5.49	5.37	.12	8.00	5.75	2.25	10.26	7.20	3.06

SOUTHEASTERN TERRITORY

Cylinder Dimensions and Weights on Drivers	Rates in Effect 1916			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 21-inch Cylinder....	\$5.15	\$3.10	\$2.05	\$5.95	\$4.16	\$1.79	.....	.....	.....	.....	.....	.....
21-inch Cylinder and over....	5.40	3.25	2.15	6.24	4.36	1.88	.....	.....	.....	.....	.....	.....
Mikado type.....	5.65	3.50	2.15	6.53	4.70	1.83	.....	.....	.....	.....	.....	.....
Mallet type.....	6.25	4.25	2.00	7.22	5.71	1.51	.....	.....	.....	.....	.....	.....
Less than 80,000 lbs.....	5.15	3.10	2.05	5.95	4.16	1.79	\$6.08	\$4.24	\$1.84	\$8.34	\$6.50	\$1.84
80,000 to 100,000 lbs.....	5.15	3.10	2.05	5.95	4.16	1.79	6.16	4.32	1.84	8.42	6.50	1.92
100,000 to 140,000 lbs.....	5.15	3.10	2.05	5.95	4.16	1.79	6.24	4.48	1.76	8.50	6.50	2.00
140,000 to 170,000 lbs.....	5.40	3.25	2.15	6.24	4.36	1.88	6.48	4.64	1.84	8.74	6.50	2.24
170,000 to 200,000 lbs.....	5.40	3.25	2.15	6.24	4.36	1.88	6.64	4.80	1.84	8.90	6.80	2.10
200,000 to 250,000 lbs.....	5.65	3.50	2.15	6.53	4.70	1.83	6.80	4.96	1.84	9.06	6.80	2.26
250,000 to 300,000 lbs.....	5.65	3.50	2.15	6.53	4.70	1.83	6.94	5.12	1.82	9.20	6.80	2.40
300,000 to 350,000 lbs.....	5.65	3.50	2.15	6.53	4.70	1.83	7.08	5.28	1.80	9.34	6.80	2.54
350,000 lbs. and over.....	5.65	3.50	2.15	6.53	4.70	1.83	7.28	5.44	1.84	9.54	6.80	2.74
Mallets under 275,000 lbs.....	6.25	4.25	2.00	7.22	5.71	1.51	7.78	5.44	2.34	10.04	7.20	2.84
Mallets 275,000 lbs. and over..	6.25	4.25	2.00	7.22	5.71	1.51	8.00	5.75	2.25	10.26	7.20	3.06

See Note (a).

WESTERN TERRITORY

Weight on Drivers	Western Award 1915			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 80,000 lbs.....	\$4.75	\$2.75	\$2.00	\$5.49	\$3.69	\$1.80	\$6.08	\$4.24	\$1.84	\$8.34	\$6.50	\$1.84
80,000 to 100,000 lbs.....	4.80	2.85	1.95	5.54	3.83	1.71	6.16	4.32	1.84	8.42	6.50	1.92
100,000 to 140,000 lbs.....	4.85	3.00	1.85	5.60	4.03	1.57	6.24	4.48	1.76	8.50	6.50	2.00
140,000 to 170,000 lbs.....	5.10	3.20	1.90	5.89	4.30	1.59	6.48	4.64	1.84	8.74	6.50	2.24
170,000 to 200,000 lbs.....	5.30	3.45	1.85	6.12	4.63	1.49	6.64	4.80	1.84	8.90	6.80	2.10
200,000 to 250,000 lbs.....	5.45	3.70	1.75	6.29	4.97	1.32	6.80	4.96	1.84	9.06	6.80	2.26
250,000 to 300,000 lbs.....	5.60	3.80	1.80	6.47	5.10	1.37	6.94	5.12	1.82	9.20	6.80	2.40
300,000 to 350,000 lbs.....	5.75	4.00	1.75	6.64	5.37	1.27	7.08	5.28	1.80	9.34	6.80	2.54
350,000 lbs. and over.....	5.75	4.00	1.75	6.64	5.37	1.27	7.28	5.44	1.84	9.54	6.80	2.74
Mallets under 275,000 lbs.....	6.00	4.00	2.00	6.93	5.37	1.56	7.78	5.44	2.34	10.04	7.20	2.84
Mallets 275,000 lbs. and over..	6.50	4.25	2.25	7.51	5.71	1.80	8.00	5.75	2.25	10.26	7.20	3.06

Note.—(a) Prior to Supplement No. 15 to General Order No. 27, the rates in the Southeastern territory were based on Cylinder dimensions, with special rates for Mikado and Mallet type engines. The above statement shows the rates actually in effect on the bases mentioned, and the rates which would obtain for the same classes of engines by applying the rates in effect to the various weights on drivers.

RELATION BETWEEN ENGINEERS' AND FIREMEN'S RATES IN LOCAL FREIGHT SERVICEEASTERN TERRITORY

Weight on Drivers	Eastern Award 1913			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 80,000 lbs.....	\$5.00	\$2.90	\$2.10	\$5.78	\$3.89	\$1.89	\$6.60	\$4.64	\$1.96	\$8.98	\$7.00	\$1.98
80,000 to 100,000 lbs.....	5.00	3.00	2.00	5.78	4.03	1.75	6.68	4.72	1.96	9.06	7.00	2.06
100,000 to 140,000 lbs.....	5.00	3.15	1.85	5.78	4.23	1.55	6.76	4.88	1.88	9.14	7.00	2.14
140,000 to 170,000 lbs.....	5.00	3.25	1.75	5.78	4.36	1.42	7.00	5.04	1.96	9.38	7.00	2.38
170,000 to 200,000 lbs.....	5.00	3.35	1.65	5.78	4.50	1.28	7.16	5.20	1.96	9.54	7.30	2.24
200,000 to 250,000 lbs.....	5.00	3.45	1.55	5.78	4.63	1.15	7.32	5.36	1.96	9.70	7.30	2.40
250,000 to 300,000 lbs.....	5.00	3.70	1.30	5.78	4.97	.81	7.46	5.52	1.94	9.84	7.30	2.54
300,000 to 350,000 lbs.....	5.00	4.15	.85	5.78	5.57	.21	7.60	5.68	1.92	9.98	7.30	2.68
350,000 lbs. and over.....	5.00	4.15	.85	5.78	5.57	.21	7.80	5.84	1.96	10.18	7.30	2.88
Mallets under 275,000 lbs....	5.00	4.15	.85	5.78	5.57	.21	8.30	5.84	2.46	10.68	7.70	2.98
Mallets 275,000 lbs. and over..	5.00	4.15	.85	5.78	5.57	.21	8.52	6.15	2.37	10.90	7.70	3.20

SOUTHEASTERN TERRITORY

Cylinder Dimensions and Weight on Drivers	Rates in Effect 1916			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Mikado type Engines.....	\$6.00	\$3.60	\$2.40	\$6.93	\$4.83	\$2.10	.....	.....	.....	.....	.....	.....
Other Class Engines.....	5.75	3.35	2.40	6.64	4.50	2.14	.....	.....	.....	.....	.....	.....
Less than 80,000 lbs.....	5.75	3.35	2.40	6.64	4.50	2.14	*6.64	\$4.64	\$2.00	\$8.98	\$7.00	\$1.98
80,000 to 100,000 lbs.....	5.75	3.35	2.40	6.64	4.50	2.14	6.68	4.72	1.96	9.06	7.00	2.06
100,000 to 140,000 lbs.....	5.75	3.35	2.40	6.64	4.50	2.14	6.76	4.88	1.88	9.14	7.00	2.14
140,000 to 170,000 lbs.....	5.75	3.35	2.40	6.64	4.50	2.14	7.00	5.04	1.96	9.38	7.00	2.38
170,000 to 200,000 lbs.....	5.75	3.35	2.40	6.64	4.50	2.14	7.16	5.20	1.96	9.54	7.30	2.24
200,000 to 250,000 lbs.....	6.00	3.60	2.40	6.93	4.83	2.10	7.32	5.36	1.96	9.70	7.30	2.40
250,000 to 300,000 lbs.....	6.00	3.60	2.40	6.93	4.83	2.10	7.46	5.52	1.94	9.84	7.30	2.54
300,000 to 350,000 lbs.....	6.00	3.60	2.40	6.93	4.83	2.10	7.60	5.68	1.92	9.98	7.30	2.68
350,000 to 400,000 lbs.....	6.00	3.60	2.40	6.93	4.83	2.10	7.80	5.84	1.96	10.18	7.30	2.88
Mallets under 275,000 lbs....	.....	.....	.....	.....	.....	.....	8.30	5.84	2.46	10.68	7.70	2.98
Mallets 275,000 lbs and over..	.....	.....	.....	.....	.....	.....	8.52	6.15	2.37	10.90	7.70	3.20

*Higher rate retained.
See Note (a).

WESTERN TERRITORY

Coal Burning Locomotives Weight on Drivers	Western Award 1915			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 80,000 lbs.....	\$5.05	\$3.05	\$2.00	\$5.83	\$4.09	\$1.74	\$6.60	\$4.64	\$1.96	\$8.98	\$7.00	\$1.98
80,000 to 100,000 lbs.....	5.10	3.15	1.95	5.89	4.23	1.66	6.68	4.72	1.96	9.06	7.00	2.06
100,000 to 140,000 lbs.....	5.15	3.30	1.85	5.95	4.43	1.52	6.76	4.88	1.88	9.14	7.00	2.14
140,000 to 170,000 lbs.....	5.40	3.50	1.90	6.24	4.70	1.54	7.00	5.04	1.96	9.38	7.00	2.38
170,000 to 200,000 lbs.....	5.60	3.75	1.85	6.47	5.03	1.44	7.16	5.20	1.96	9.54	7.30	2.24
200,000 to 250,000 lbs.....	5.75	4.00	1.75	6.64	5.37	1.27	7.32	5.36	1.96	9.70	7.30	2.40
250,000 to 300,000 lbs.....	5.90	4.10	1.80	6.81	5.50	1.31	7.46	5.52	1.94	9.84	7.30	2.54
300,000 to 350,000 lbs.....	6.05	4.30	1.75	6.99	5.77	1.22	7.60	5.68	1.92	9.98	7.30	2.68
350,000 lbs. and over.....	6.05	4.30	1.75	6.99	5.77	1.22	7.80	5.84	1.96	10.18	7.30	2.88
Mallets under 275,000 lbs....	6.30	4.30	2.00	7.28	5.77	1.51	8.30	5.84	2.46	10.68	7.70	2.98
Mallets 275,000 lbs. and over..	6.80	4.55	2.25	7.85	6.11	1.74	8.52	6.15	2.37	10.90	7.70	3.20

Note.—(a) Prior to Supplement No. 15 to General Order No. 27 the prevailing rates for local freight service in South-eastern territory were special rates for Mikado engines and all other classes of engines were paid one rate regardless of cylinder dimension or weight on drivers. The above statement shows the rates actually in effect on the bases mentioned, and the rates which would obtain for the same classes of engines by applying the rates in effect to the various weights on drivers.

Attention is also called to the request of the firemen for increasing the differential for local freight service from 40 cents per one hundred (100) miles to 50 cents per one hundred (100) miles. Assuming an engine weighing between 170,000 to 200,000 pounds on drivers, the rate requested by the engineers in through freight service is \$8.90; local freight differential requested, 64 cents; total, \$9.54. The rate requested for the firemen on the same type of locomotive is \$6.80; requested local differential, 50 cents; total, \$7.30; difference, \$2.24.

Under Supplement No. 24, the rate for the engineer on this type of locomotive is \$6.64; local freight differential, 52 cents; total, \$7.16. Rate for the fireman is \$4.80 plus 40 cents; total, \$5.20; difference, \$1.96. The present differential between firemen and engineers is \$1.96 per day, and under the requested rates, it would be \$2.24, based on the above type of engine.

In view of the engineers' proposal requesting the continuation of the weight on driver basis, thus establishing a variety of rates, to establish the rates for the firemen, it apparently would be necessary to treat each rate by itself. In the example referred to, the fireman receives 72.6% of the engineer's rate at present and the difference between the two is \$1.96. If the request of the firemen were granted, the present money differential between the engineer and the fireman (\$1.96) added to the firemen's rate of \$7.30 would result in a rate of \$9.26 for the engineer as compared with the requested rate of \$9.54. If the engineer's rate of \$9.54 were granted, and the existing percentage relation of the firemen's rate thereto were continued, viz., 72.6%, it would produce a rate for the firemen of \$6.926, compared with the requested rate of \$7.30.

In this connection we call attention to the discussion under the Conductor's submission, pages 98 and 99 (of this volume), on the subject of differentials as between classes of employees.

As in passenger service, section (c) of proposed Article III, requests the elimination of the differentials for oil burning locomotives, and for helpers on electric locomotives. The comments in connection with the same proposal in passenger service also apply to the freight situation to which we invite your attention.

YARD SERVICE

ARTICLE IV—PROPOSED

"Rates of Pay for Firemen and Helpers

- "(a) On all engines except Mallets.....\$6.50
On all Mallet engines..... 6.80
- "(b) The foregoing rates shall be applicable to all firemen and helpers in yard service, regardless of power used.
- "(c) The term 'helper' as used herein shall be understood to mean the second man employed on electric locomotives or other than steam power."

A comparison of the proposed rates with the present rates is shown in the following table:

SUPPLEMENT No. 24 TO GENERAL ORDER No. 27

YARD SERVICE

Article XII—Rates of Pay

WEIGHT ON DRIVERS	PRESENT	PROPOSED	PRESENT		PROPOSED
	Engineers	Engineers	Firemen, Steam	Helpers, Electric	Per Day
	Per Day	Per Day	Per Day	Per Day	
Less than 140,000 lbs.....	\$5.60	\$8.00	\$4.16	\$4.16	\$6.50
140,000 to 200,000 lbs.....	5.76	8.16	4.28	4.16	6.50
200,000 to 300,000 lbs.....	5.92	8.32	4.40	4.16	6.50
300,000 lbs. and over.....	6.08	8.48	4.56	4.32	6.50
Mallets under 275,000 lbs.....	6.68	9.08	5.28	.....	6.80
Mallets 275,000 and over.....	6.92	9.32	5.52	.....	6.80

A comparison of the increases which were granted to the yard engineers and firemen for several years past is shown on Exhibit F-5, page 147.

RELATION BETWEEN ENGINEERS' AND FIREMEN'S RATES IN YARD SERVICEEASTERN TERRITORY

Weight on Drivers	Eastern Award 1913			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 140,000 lbs.....	\$4.10	\$2.50	\$1.60	\$5.28	\$3.53	\$1.75	\$5.60	\$4.16	\$1.44	\$8.00	\$6.50	\$1.50
140,000 to 200,000 lbs.....	4.10	2.60	1.50	5.28	3.67	1.61	5.76	4.28	1.48	8.16	6.50	1.66
200,000 to 300,000 lbs.....	4.10	2.60	1.50	5.28	3.67	1.61	5.92	4.40	1.52	8.32	6.50	1.82
300,000 lbs. and over.....	4.10	2.60	1.50	5.28	3.67	1.61	6.08	4.56	1.52	8.48	6.50	1.98
Mallets under 275,000 lbs....	4.10	4.00	.10	5.28	5.20	.08	6.68	5.28	1.40	9.08	6.80	2.28
Mallets 275,000 lbs and over..	4.10	4.00	.10	5.28	5.20	.08	6.92	5.52	1.40	9.32	6.80	2.52

SOUTHEASTERN TERRITORY

Cylinder Dimensions and Weight on Drivers	Rates in Effect 1916			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
All Engines.....	\$4.25	\$2.50	\$1.75	\$5.40	\$3.53	\$1.87	.....	.....	.....	.....	.....	.....
Less than 140,000 lbs.....	4.25	2.50	1.75	5.40	3.53	1.87	\$5.60	\$4.16	\$1.44	\$8.00	\$6.50	\$1.50
140,000 to 200,000 lbs.....	4.25	2.50	1.75	5.40	3.53	1.87	5.76	4.28	1.48	8.16	6.50	1.66
200,000 to 300,000 lbs.....	4.25	2.50	1.75	5.40	3.53	1.87	5.92	4.40	1.52	8.32	6.50	1.82
300,000 lbs. and over.....	4.25	2.50	1.75	5.40	3.53	1.87	6.08	4.56	1.52	8.48	6.50	1.98
Mallets under 275,000 lbs....	.....	.....	.....	.....	.....	.....	6.68	5.28	1.40	9.08	6.80	2.28
Mallets 275,000 lbs. and over..	.....	.....	.....	.....	.....	.....	6.92	5.52	1.40	9.32	6.80	2.52
See Note (a).												

WESTERN TERRITORY

Coal Burning Locomotives Weight on Drivers	Western Award 1915			General Order No. 27 1918			Supplement No. 15 1919			Proposed 1920		
	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential	Engin- eers	Fire- men	Differ- ential
Less than 140,000 lbs.....	\$4.25	\$2.70	\$1.55	\$5.40	\$3.81	\$1.59	\$5.60	\$4.16	\$1.44	\$8.00	\$6.50	\$1.50
140,000 to 200,000 lbs.....	4.40	2.75	1.65	5.53	3.88	1.65	5.76	4.28	1.48	8.16	6.50	1.66
200,000 to 300,000 lbs.....	4.40	2.75	1.65	5.53	3.88	1.65	5.92	4.40	1.52	8.32	6.50	1.82
300,000 lbs. and over.....	4.40	2.75	1.65	5.53	3.88	1.65	6.08	4.56	1.52	8.48	6.50	1.98
Mallets under 275,000 lbs....	5.15	4.00	1.15	6.17	5.20	.97	6.68	5.28	1.40	9.08	6.80	2.28
Mallets 275,000 lbs. and over..	5.40	4.00	1.40	6.38	5.20	1.18	6.92	5.52	1.40	9.32	6.80	2.52

Note.—(a) Prior to Supplement No. 15 to General Order No. 27, no differential existed in the Southeastern territory for the various classes of Yard engines in service, the same rate being paid for all engines regardless of Cylinder dimensions or weight on drivers.

Exhibit F, No. 5, shows a comparison of the rates of pay for engineers and firemen in yard service immediately prior to General Order No. 27, and at present.

The rates prior to General Order No. 27, were established in the Eastern and Western territories by arbitration as shown on the Exhibit. In the Southeastern territory the rates were established by negotiation, no arbitration having taken place in that section.

In the East prior to the arbitration of 1913, all the rates were the result of negotiation, very little uniformity existed in the rates, which generally were fixed with respect to the rates paid by the railroads at common points, and the rates at local points being fixed according to the character of work required. The rates of the Award of 1913 were minimum rates and any higher rates in effect prior thereto were preserved.

In the Western territory the rates in effect immediately prior to the Arbitration of 1915 were the result of an arbitration in the year 1910; that Award did not attempt to standardize or make the rates uniform, simply applying a percentage increase to the existing rates. Prior to 1910 the situation was to a greater or less degree similar to the description of the Eastern territory, there having been very little uniformity in the rates, excepting at points common to several railroads.

Under the provisions of Section (b) of proposed Article IV, it will be noted that the rates proposed are to be applied, regardless of power used. From the above comparative table showing the rates of Supplement No. 24, and the proposed rates, it will be observed that it is intended to eliminate the differentials heretofore existing for helpers in the electric service. The manner in which these differentials were established is covered by the comment under Article 1 of the firemen's proposal; that discussion also applies to the helpers on locomotives in yard service.

ARTICLE V—PROPOSED

Hostlers and Hostler Helpers—Rates of Pay

“(a) Inside Hostlers.....	\$6.80
Outside Hostlers.....	7.20
Hostler Helpers.....	6.50”

The following table shows the rates of pay for these classes of employees commencing with the Eastern Arbitration of 1913, and the Western Arbitration of 1915, which shows the increases in the daily rates of pay and the reduction in the hours which these men have experienced.

RATES FOR HOSTLERS

CLASSES	WEST			EAST			ALL TERRITORIES	
	(1915) Prior to Adamson Law	(1917) Under Adamson Law	(1918) Under G. O. No. 27	(1915) Prior to Adamson Law	(1917) Under Adamson Law	(1918) Under G. O. No. 27	(1919) Under Sup. No. 15	(1920) Proposed
	12 Hours	8 Hours	8 Hours	10 Hours	8 Hours	8 Hours	8 Hours	8 Hours
Inside Hostlers.....	\$3.00	\$2.50	*\$4.23	\$2.40	\$2.40	\$3.38	\$4.16	\$6.80
Outside Hostlers.....	4.20	3.50	5.36	3.25	3.25	4.55	4.80	7.20
Hostlers Helpers.....				2.50	2.50	3.53	3.60	6.50

*In the Western territory prior to 1917, the hostlers were on a 12-hour basis. The Adamson Law settlement in 1917 established the rate at 10/12 of the former rate. Increases under General Order No. 27 were based on the rate of December 1915, the hostlers receiving an increase on the 12-hour rate instead of the 8-hour rate of 1917.

The Southeastern territory is not included in the table for the reason that prior to Supplement No. 15, effective January 1, 1919, the situation there, was largely the same as existed in the East and the West prior to the two arbitrations referred to, which was that the class of “outside” hostlers was very little known. At a small number of the large terminals men who were known as hostlers, handling locomotives over the main tracks between passenger and engine terminals and between the freight yards and the engine terminal received rates of pay which were slightly in excess of the Firemen's rates. Also the term “inside” hostler was practically unknown, the employees who are now paid the rates for that class were, in some cases, cinder pit laborers, ashpit foremen, engine watchmen and men of that class, who handled the engines in the vicinity of the engine terminal, moving it from the ready tracks to coal docks, water plugs, and into and out of the enginehouse, the said moves sometimes requiring the use of the main track. Also the term “hostler helper” was generally unknown. Wherever it was necessary for a second man to accompany the hostler, he was usually a laborer from the ashpit, the movements being very short and very little firing of the locomotive would be done, the principal work consisting of throwing switches in connection with the movement of the locomotive.

PROPOSED ARTICLE VI—ASSIGNMENTS:

“(a) Hostlers and hostler helpers shall be assigned for a fixed period of time, which shall be for the same hours daily.

“(b) Hostlers and hostler helpers shall each have a specified point for going on and off duty.”

PROPOSED ARTICLE VII—STARTING TIME

“(a) Hostlers and hostler helpers shall each have a fixed starting time, and the starting time will not be changed without at least forty-eight (48) hours' advance notice.

“(b) Where three eight (8) hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a. m. and 8:00 a. m.; the second 2:30 p. m. and 4:00 p. m.; and the third 10:30 p. m. and 12:00 midnight.

“(c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in paragraph (b).

“(d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a. m. and 10:00 a. m., and the second not later than 10:30 p. m.

“(e) Where an independent assignment is worked regularly the starting time will be during one of the periods provided in paragraphs (b) and (d).

“(f) At points where only one hostler is regularly employed, he can be started at any time, subject to paragraph (a).

“(g) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.”

PROPOSED ARTICLE VIII—MEAL PERIOD:

“(a) Hostlers and hostler helpers shall be allowed twenty (20) minutes for lunch, between four (4) and five and one-half (5½) hours after starting work, without deduction in pay.

“(b) Hostlers and hostler helpers will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefor.”

As to all these articles, the character of work performed by the hostler necessitates his being on duty at times when other yard and train service employees are not on duty. The hostler must have engines ready in order that yard crews may go to work at the time stipulated in the existing rules, which are the same as are now proposed for the hostler; also when the yard crews are relieved under the meal provision, it is necessary in many cases for a hostler to relieve him to take charge of the engine. In addition it is necessary that hostlers be on duty to get engines ready for road trips and also take charge of engines when road engineers and firemen arrive and are relieved. These conditions differentiate the working conditions of hostlers as compared with both yard and road men, and manifestly it is not proper to apply the same rules to them as are applied to the other classes of service.

To attempt to apply this rule would necessitate increases in the forces in order to have hostlers on duty continuously during the entire 24-hour period, and necessitate the employment of additional men without opportunity to fully utilize their services, the number depending upon the number of engines to be taken care of at the terminal.

These men have today definite time for beginning their 8-hour day; provision is also made for their being given a reasonable time to eat during the 8-hour day without any deduction in pay therefor. The work is not continuous and there are frequent intermissions which enable them to have opportunity to eat within reasonable time after beginning work. These conditions, of course, vary locally and the situation does not permit of uniform rules being applied throughout the United States which would disregard such local conditions.

The yard men who are subject to the rules proposed for the hostler, handle their engines during their entire shift, while the hostlers handle all the engines and they must be on duty when the other employees are to be relieved.

Article VII (a) proposes that these employees have a fixed starting time, and the starting time is not to be changed without at least 48 hours' advance notice. Many special movements take place and the arrival and departure of regular trains is also quite changeable. To require that hostlers cannot be called out to meet such changeable conditions would be a serious handicap on efficiency, and restriction in the operation of the service.

PROPOSED ARTICLE IX—MONTHLY, DAILY OR TRIP BASIS:

“(a) In branch line service where differentials now exist in either rates, overtime basis or other conditions of service, the main line rates shall be applied for the class of service performed. Miles in excess of the mileage constituting a day shall be paid pro rata. If existing rates are higher than the revised main line rates, they shall be preserved. The passenger or freight overtime basis shall be applied, according to the rate paid.

“(b) On other than Class 1 roads, independently operated, the rates of this order shall be applied for the classes of service performed. Existing higher rates shall be preserved.”

Article IX, Supplement No. 24 to General Order No. 27, reads as follows:

“(a) All service which prior to the effective date of this order was paid on a monthly, daily or trip basis, shall be established upon the mileage basis and paid the rates according to class of service and operated under the rules herein provided.

"(b) In branch-line service where differentials now exist in either rates, overtime bases, or other conditions of service, the main-line rates shall be applied for the class of service performed. Miles in excess of the mileage constituting a day will be paid pro rata. If existing rates are higher than the revised main-line rates they shall be preserved, but the excess in the rate over the main-line rate may be applied against overtime. The passenger or freight overtime bases shall be applied according to the rate paid. Other existing conditions of service shall not be affected by the foregoing.

"(c) On other than Class 1 roads, independently operated, the rates of this order shall be applied for the classes of service performed, but no change is required in the miles, hours, or service for which the former rates compensated. Existing higher rates shall be preserved. This section does not apply to terminal and other roads where recognized standard rates and conditions are in effect.

"(d) If this order in any case produces abnormally high earnings because of unavoidable long lay overs, such cases may be referred back to the Director General for special disposition."

Under the corresponding article of the Trainmen's proposal, the provisions of Article IX of Supplements Nos. 24 and 25, are generally discussed and attention was called to the differences between requests of the Firemen and those of the Trainmen and Conductors. Commencing on page 475 of the minutes, Assistant President Shea explains that it is the intent of their proposition to apply to the branch lines not only the provisions of the proposition, but also all the provisions of the existing schedules not included in the proposal, many of which, being local agreements, have not been applicable to the branch lines; all such local agreements having been negotiated between representatives of the employees and the Managements who are familiar with the difference between the conditions on such branches and those on the main lines.

Data are not available showing these various rules and understandings, and the effect of the proposal would be to apply to branch-line service rules and regulations which have not been submitted to the Board at this time, consequently the effect of the proposal cannot be demonstrated.

As explained in connection with the Trainmen's proposal, wherever the rates on branch lines exceed the main line rates, notwithstanding such higher rates were applied in consideration of the service, whether in mileage or hours exceeding the basis of the day on the main lines, in all such cases the basic rate for the day on the branches would exceed the main line rates, creating a preferential condition on the branches as compared with the main lines and thus transposing the relations between the branches and the main lines.

On the main lines the volume of the service permits of its being separated as between passenger, freight and switching, and with respect to the main line different rules and understandings are in effect as to the character of service permissible, which in all cases constitute restrictions on operation. The volume of business on the branches usually is not sufficient to permit segregation into the classes as operated on the main lines. To extend to the branch lines the restrictions which are now applicable only to the main line service, would entirely disregard the differences in the conditions of traffic and character of the employment, all of which have been recognized in the negotiations between representatives of the employees and the Managements.

It is recognized that on some branches the work on the trains operated corresponds very closely to that on main line trains, but in the preponderance of cases the work is very light and the hazards of employment, training and skill required, and the degree of responsibility in no wise correspond with the main-line conditions.

The situation with reference to other than Class 1 railroads is discussed under the corresponding article of the Trainmen's proposal, which applies also to the Firemen's request.

PROPOSED ARTICLE X—FINAL TERMINAL DETENTION:

"Final terminal detention will commence when train reaches the outer lead switch and will cease when engine is placed on designated track or relieved at terminal. When trains are delayed at yard limit boards, semaphore or blocks or behind another train or trains similarly delayed, they shall be considered on terminal detention. If road overtime has commenced, terminal overtime shall not apply and road overtime shall be paid to point of final release. Final terminal detention shall be computed on the minute basis and paid for at time and one-half time."

The question of payment of engine crews for final terminal delay has been the subject of three arbitration proceedings.

A—1912. Eastern Engineers' Arbitration. The following rule was awarded:

"For freight service, final terminal delay shall be computed from the time the engine reaches designated main track switch connection with the yard track.

"For passenger service, final terminal delay shall be computed from time train reaches terminal station.

"Final terminal delay, after the lapse of an hour, will be paid for at the end of the trip, at the overtime rate, according to class of engine, on the minute basis.

"If the road overtime has commenced, terminal overtime shall not apply, and road overtime will be paid to point of final release."

B—1913. Eastern Firemen's Arbitration: Awarded substantially the same rule as that awarded in the Engineers' case in 1912.

C—1915. Western Engineers' and Firemen's Arbitration. The following was awarded:

"For freight service, final terminal delay shall be computed from the time the engine reaches designated main track switch connection with the yard track.

"For passenger service, final terminal delay shall be computed from time train reaches terminal station.

"Final terminal delay, after the lapse of thirty minutes will be paid for the full delay at the end of the trip, at the overtime rate, according to class of engine, on the minute basis.

"If road overtime has commenced, terminal overtime shall not apply, and road overtime will be paid to point of final relief."

In September, 1918, the firemen presented to the Board of Railroad Wages and Working Conditions a request for final terminal delay rule reading as follows:

"For freight service, final terminal delay shall be computed from the time the engine reaches designated main track switch connection with the yard track:

"For passenger service, final terminal delay shall be computed from time train reaches terminal station.

"Final terminal delay after the lapse of thirty minutes will be paid for the full delay at the end of the trip at one and one-half times one-eighth of the daily rate per hour, according to the class of engine, on the minute basis.

"If road overtime has commenced, terminal overtime shall not apply and road overtime will be paid to the point of final release."

At the time of the last named submission, the situation from the managerial viewpoint was presented to the Board of Railroad Wages and Working Conditions, and we desire to read into the record some of the views expressed by the representatives of the Regional Directors at that time.

"As to final terminal delay, the change in this rule is in the period of free time available for the engineer to dispose of his train after arrival at terminal. Under the overtime rule the engineer is guaranteed payment in either miles or hours for all service he renders on the basis of $12\frac{1}{2}$ miles per hour in freight service, and under the two rules in passenger service. Under any circumstances there is no service performed at the terminal for which he is not compensated. It results therefore that the final terminal delay rule is involved only in cases where men complete their runs at a greater rate of speed than overtime rules provide."

The Eastern Engineers' awarded rule provides that:

'Final terminal delay after a lapse of one hour will be paid for at the end of the trip at the overtime rate according to class of engine on the minute basis. If road overtime has commenced, terminal overtime shall not apply and road overtime will be paid to final release.'

Now that is after the lapse of the hour and not inclusive of the hour. In this connection the award states:

'It has been suggested upon one side that the engineer has done his duty when he reaches the yard limits, and upon the other side that before he is paid for any delay at the terminal he should have completed his full minimum day's work in hours. It seems to the Board, however, that if the engineer made a good run and reached the terminal, the company should not be allowed to hold him there indefinitely. It is clear that the duty of the engineer is not completed when he reaches the switch of the terminal, but he has the additional duty of placing his train on the designated track at the terminal, and the additional duty after this of taking his engine to the roundhouse. Under favorable conditions this work would consume a portion of an hour, but you realize that even during times of depressed business it is not always possible to get the train to its place in the yard and the engine to the roundhouse promptly.

If the roads do not make it possible for the engineer to complete his work within an hour after his arrival at the yard, it is the opinion of the Board that this time should be paid for as overtime.' "

Attention is called to the pronounced difference between this rule and the one that the men are now proposing. In the first place the Eastern roads have an hour within which the engineer may dispose of his train and his engine, and he is paid for any detention in excess of one hour. The rule proposed allows only thirty minutes within which the engineer may dispose of his train and engine, and if he consumes thirty-one minutes he must be paid for the full thirty-one minutes. It may be possible at some terminals for an engineer to dispose of his train and engine within thirty minutes, but considering the extensive terminals in the Eastern Region, where the traffic handled represents approximately 50 per cent. of the entire traffic of the whole United States, necessitating extensive terminal facilities, in many cases covering several miles, this rule could have no other effect than to require railroads to pay for final terminal delay in the vast majority of cases of trains arriving at terminals.

We hold that this is contrary to the intent of such rules. A rule of this nature is intended to be applied to exceptions. It is a rule which favors the man who has already been favored in the high speed at which the train is run, and certainly with the guarantee which he has for the payment of all miles or hours in the overtime rule, there can be no justification for laying down a rule which will produce additional compensation in the majority of cases, and where it will be the exception when it will not do so.

We feel that the rule should take into account the conditions which are necessarily a part of the operations. Where traffic is light and the terminals are small, no doubt it will be the exception for engines and trains to consume over thirty minutes at the final terminal, but when it is intended to apply the rule throughout the entire United States, it should be based on the preponderating conditions and not on the exceptional conditions. A rule of this nature should not be so restricted to convert it into a revenue-producing rule in the preponderance of cases, rather than a regulatory rule.

We recognize of course that the rule which is proposed is that which was handed down by the Western Engineers' and Firemen's Arbitration. That Arbitration took into account the preponderating conditions in the Western territory, we assume. They had no information before them as to any other territory, and therefore, what they may have in the west can have no bearing on conditions elsewhere. The Eastern Arbitration Board had before it the conditions in that territory, and for that reason we hold that it is unreasonable to ask your Board to apply throughout the whole United States the rule which was made to apply to conditions in a limited portion of the country.

We recognize of course that there may be some terminals in the Western territory that are as large or perhaps larger than some terminals in the Eastern territory, but at the same time it must be perfectly plain that the density of traffic in

the East could not be handled without a very much larger proportion of extensive terminals than are necessary in the Western territory where the density per mile of road is so much less.

In issuing Supplement No. 15, which grew out of the requests submitted by the Firemen in October, 1918, no final terminal delay rule was granted, and it is our understanding that the Director General declined to grant any uniform final terminal delay rule. In this connection we quote question No. 16 and answer, contained in the memorandum of November 15, 1919, as follows:

"Question 16. For the purpose of uniformity, will you agree to grant final terminal delay rule on such roads as do not have a rule of this description?

"Answer. The argument, which was advanced against the proposition as originally submitted, which provided for the elimination of final terminal delay rules, was that it was desired to preserve final terminal delay rules and rules covering work at final terminals as protection against improper practices and to preserve conditions at the final terminals. Where schedules contained no special provisions for final terminal delays, delays or switching must have been compensated for by the payment of overtime. With the payment of overtime on the time and one-half basis, a penalty is provided where none formerly existed; therefore it is not felt that there is justification for establishing final terminal delay rules where they did not exist.

"Where this proposition changes a more favorable overtime basis, such as overtime based on the schedule of the train or time late on schedule, to the overtime basis of the order, and the former rules served to protect against delays in being released at the final terminal (no final terminal delay rule being in effect), it is the intent that a proper rule shall be arranged between the managements and the representatives of the employees so as to insure against unnecessary detention at final terminals."

The rule awarded in the east and west provides that for freight service final terminal delay shall be computed from the time the engine reaches the designated main track switch connection with the yard track, and for passenger service from the time the train reaches the terminal station. The requested rule does not differentiate as between freight and passenger service. Under the proposed rule, all trains, regardless of time on road would receive final terminal delay, unless on overtime.

Attention is called to the requirement of the proposed rule which provides that "When trains are delayed at yard limit board, semaphore or blocks behind another train or trains similarly delayed, they shall be considered on terminal delay". . . . While awarded rules provide for freight service, final terminal delay shall be computed from the time the engine reaches designated main track switch connection with the yard tracks.

In this connection we would call attention to Question 13, and the answer thereto of the Interpretations of the Award to Firemen in the East in 1913 which reads as follows:

"Question 13. Are firemen on trains held behind a train at the designated main track switch entitled to pay for final terminal delay?

"Answer. Where train arrives at designated main track switch (switch connection with the yard where train leaves the main track), or semaphore governing same, and other trains arrive and stand behind waiting to get into yard, final terminal delay will be computed for all trains which are so held within yard limits. A fireman has reached the designated main track switch when he has reached the semaphore or signal governing the switch, if held against his train or a train in front of him."

The proposed rule, as we understand it, would apply to all passenger trains and the point where terminal detention would commence has been changed from the time of arrival at terminal station, as provided for by awards, to the lead switch, which might in some instances be several miles from the station.

At the hearing on October 14th, 1919, Mr. Shea stated that the proposed final terminal detention rule is "A corrective rule, and not a money rule." The result of the proposed rule would be additional payments, at time and one-half, for time consumed within terminals, notwithstanding the fact that at the same time the miles run, which include the miles through the terminals, must be compensated for at the regular mileage rates and at time and one-half on Sundays and stated holidays.

Attention is called to the rulings as to the meaning of the application of the Western Arbitration proceedings, of August, 1915, with special reference to the payment of mileage where terminal time is paid. We quote the following:

"Question 99. Are enginemen entitled to final terminal delay time, computed from the time the train stops at the passenger station, and in addition thereto the mileage from the passenger station to the roundhouse or designated engine track, in instances where engines are handled by engine crews between those points?"

"Answer. In the application of Awarded Article VI when final terminal delay accrues mileage between designated points and point of release will not be allowed. When final terminal delay does not accrue actual mileage will be allowed from designated switch or passenger station to point of release, and will be added to the actual mileage of the trip. Less than one mile will not be counted. This applies to both passenger and freight service."

The proposed rule would require payment for miles run and in addition to that, for time consumed moving through terminal, and can have no other result than that of double payment for this service.

Attention is called to the fact that three Arbitration Boards have recognized that some time should be allowed for delivery of trains and engines at terminals before penalty is applied, but none of the Boards, after full consideration, have agreed to a rule that did not allow a reasonable time for terminal movement, which is part of the trip, and we therefore strongly urge that no change be made in existing rules.

PROPOSED ARTICLE XI—DEADHEADING:

"(a) Firemen, helpers, hostlers and hostler helpers deadheading under orders will be paid the rate and under the rules applicable to firemen or helper employed on the train on which they are deadheading, for the distance traveled; if not used within four (4) hours after arriving at destination, they shall receive at least a minimum day.

"(b) When used in other service after deadheading a new day begins. No other work or service shall be combined with deadhead service."

This was discussed under the corresponding article of the Trainmen's request, which applies equally to the Firemen's proposal.

In connection with the Trainmen's request, attention is called to the difference between the request submitted on behalf of the firemen and the proposal of the trainmen. Also the fact that the engineers ask no change in existing dead-heading rules, while the conductors made a general request that all rules for the train crew should be uniform.

PROPOSED ARTICLE XII—SPECIFIED HOLIDAYS:

"Firemen, helpers, hostlers and hostler helpers in all classes of service employed or held for duty on Sundays, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, shall be paid for all such time at one and one-half times the daily rate."

This subject is discussed in connection with the Trainmen's proposal and the answer to that request applies with equal force to the Firemen's situation.

PROPOSED ARTICLE XIII—HELD AWAY FROM HOME TERMINAL:

"Firemen or helpers in pool freight and unassigned freight and passenger service shall be paid for all time held at other than home terminal in excess of ten (10) hours at the rate of pay of the service last performed. When again going on duty a new day shall begin."

During the course of the hearing, Assistant President Shea advised that this request had been withdrawn in view of the uniform rule granted by the U. S. R. R. Administration.

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PROPOSED ARTICLE XIV—EXPENSES AWAY FROM HOME:

"The railroad may furnish firemen and helpers with meals and lodging while they are away from their home terminal. Where meals and lodging are not provided by the railroad an allowance shall be made for each meal and lodging. Firemen and helpers shall receive allowance for expenses not later than the time when they are paid for the service rendered."

In connection with similar requests from the Trainmen and Conductors it was explained that this element in the situation of men in train service had always been considered in fixing their rates of pay, not only in negotiations but in arbitration proceedings. The explanations given in connection with the Trainmen's proposal apply with equal force to the Firemen's request.

PROPOSED ARTICLE XV—MONTHLY GUARANTEE:

"Firemen, helpers, hostlers and hostler helpers in all classes of service, either regular or assigned, shall be guaranteed not less than one day's pay for each calendar day in the month, exclusive of Sundays and specified holidays, provided they do not lay off of their own accord. Overtime not to be used in making up the guarantee. This not to apply to extra men."

The question of monthly guarantees to men paid on a mileage basis is discussed under a similar proposal of the Trainmen. In connection with the Trainmen's proposal an exhibit was submitted covering rules in effect. While thirteen roads provide actual monthly guarantees for trainmen, it is our understanding that no such monthly guarantees are in effect for firemen, excepting in a relatively few cases covering assigned local freight and work train service, where prior to Supplement No. 15 the wages of such firemen were on a monthly basis, but under Article IX of that supplement such bases were required to be changed to the mileage bases. So far as we know at this time no monthly guarantees are in effect, but we have not had time to analyze the wage schedules to submit an exhibit covering the firemen.

PROPOSED ARTICLE XVI—MECHANICAL STOKERS—TWO FIREMEN:

"All coal burning locomotives in road service weighing 200,000 pounds and over shall be equipped with mechanical stokers. Two firemen shall be employed on these locomotives until they are so equipped."

PROPOSED ARTICLE XVII—MECHANICAL COAL PASSERS:

"All coal burning locomotives weighing less than 200,000 pounds shall be equipped with mechanical coal passers."

PROPOSED ARTICLE XVIII—GRATE SHAKERS, FIRE DOOR OPENERS:

"All coal burning locomotives shall be equipped with power grate shakers and automatic fire door openers."

These proposals insofar as they relate to mechanical appliances on locomotives, we feel, are not questions we can adequately deal with but the question of assistance to firemen has been considered and provided for, based upon similar previous presentations to the railroads which were submitted to arbitration in the Western and Eastern territories. The question of mechanical appliances depends upon the design of the locomotive, the character of service in which engaged and necessarily because of the different types of locomotives, character of fuel and other conditions affecting the operation of the power. The question of appliances should be left to the management of the individual properties. The question of stokers and coal passers for the purpose of affording relief to the firemen has been the subject of negotiations and understandings between the managements and committees on the individual railroads, and in most cases wherever it has been found necessary to afford relief for the firemen various plans have been agreed upon. In some cases the lengths of the runs have been reduced, in other cases two firemen are furnished on certain types of locomotives in designated classes of freight service during certain seasons of the year, and in still other cases relief firemen are stationed to assist regular firemen between certain points; in other cases arrangements are made for placing coal on the tender so as to keep it within reach of the firemen at all times, and where this cannot be done, men are stationed at designated points to shovel the coal forward. These are only a few of the methods of relief that have been provided by local understandings and in the light of local conditions and in harmony with the awards which have been made in the arbitration proceedings. Attention is also called to the fact that in the arbitration proceedings lower rates for the firemen were provided when two firemen were employed, in the Eastern Award the minimum rate for the firemen was granted, whereas in the Western Award they are paid the rate for the class of engine next below the type of engine used. We feel that simply because an engine weighs more than a certain amount is no good and conclusive reason in itself for requiring a second fireman. The proposed rule would be mandatory and apply regardless of class of service or the conditions; for instance, light engines, work trains, local freight, branch line service and passenger service, whether short turn-around or through service, climate, topography, etc. The arbitration awards have recognized that all these contributing elements should be taken into consideration, and that to require two firemen on an engine simply because it weighs a certain amount cannot be justified.

For convenient reference we quote the decisions of the Arbitrators in the Eastern and Western Arbitration proceedings:

The decision in the East was as follows:

"When a second fireman is deemed necessary on any engine, or assistance is deemed necessary on any engine, where one fireman is employed, the matter will be taken up with the proper officials by the Firemen's Committee. Failing to reach a settlement the matter shall be referred to an Adjustment Commission, to be composed of five (5) persons, two (2) of whom are to be chosen by the railroad, two (2) by the Firemen's Committee and one (1) to be selected by the four (4) thus chosen, who shall be the Chairman of the Commission. Should the four (4) men fail to agree upon the fifth, then three (3) days after the last of the four (4) is selected, the fifth man shall be named by the Presiding Judge of the United States Commerce Court. If for any reason the selection of the fifth man cannot be made by the Presiding Judge of such Court, he shall be named by the United States District Judge of the District in which the controversy may have arisen. All expenses incurred in connection with the settlement of such matter shall be borne equally by the two (2) parties to the controversy."

The decision in the West is as follows:

"When a second fireman is deemed necessary on coal-burning locomotives in freight service weighing more than 200,000 pounds on drivers, the matter will be taken up with the proper officials of the individual railroads by the Firemen's Committee. Failing to reach a settlement, the matter shall be referred to an adjustment commission to be composed of five (5) persons, two (2) of whom are to be chosen by the Railroad Company, two (2) by the Committee and one (1) to be selected by the four (4) thus chosen, who will be the Chairman of the Commission. Should the four (4) men fail to agree on the fifth, then three (3) days after the last of the four (4) have been selected, the fifth man shall be named by the United States Board of Mediation and Conciliation, if, for any reason, the selection of the fifth man cannot be made by the United States Board of Mediation and Conciliation, he shall be named by the United States District Judge of the District in which the controversy may have arisen. All expenses incurred in connection with the settlement of such matters shall be borne equally by the two (2) parties to the controversy."

PROPOSED ARTICLE XIX—CLEANING OF LOCOMOTIVES:

"On railroads where firemen are required to clean locomotives, they shall be relieved of such cleaning." We understand that this is the present practice and there is, of course, no objection to the proposed rule.

PROPOSED ARTICLE XX—REMOVAL OF TOOLS AND SUPPLIES:

"Where firemen or helpers are required to place on or remove tools or supplies from locomotives, fill lubricators, headlights, markers or other lamps, they shall be relieved from such duties. Firemen and helpers will not be required to take down flags or care for lights at the beginning or completion of trips, and will be relieved of cleaning markers or removing numbers from indicator boxes."

Attention is called to the difference between the awarded rules and the rules now proposed in that any reference to point where round house or shop forces are employed, is omitted. If such omissions were approved it would necessitate creating and maintaining forces where not now employed nor otherwise necessary.

The request that firemen and helpers will not be required to take down flags or care for lights at the beginning or completion of trip, and will be relieved of cleaning markers and removing numbers from indicator boxes, should not, in our opinion, be adopted, as it would create divided responsibility that would endanger safe operations. The proposed rule is not clear and could very readily lead to serious complications in view of the requirements of train rules. For illustration—A fireman leaving the round house may be notified that he is to run extra, therefore requiring white signals. When the train is ready to depart the dispatcher may find that it will be necessary or advantageous to run the train as a section of a regular train. In such case green signals would be required. The engine may be a considerable distance from the engine terminal and disputes would immediately arise as to who should change the signals. Again turn-around service is frequently operated. A train may run say eastbound as an extra, returning as a section of a regular train, of course, in the opposite direction. It may be necessary to carry different signals in the two directions. Would it be the duty of the fireman to change the signals at the turn-around point, or would it be the purpose of the rule to relieve him? Different construction which could be placed upon the proposed rule would lead to disputes which in view of the vital importance of signals and markers in the operation of trains must not be permitted to occur. It is of paramount importance that responsibility shall be fixed and that there shall be no room for divided responsibility or question as to who is responsible. We are not aware of any changes in the conditions since the Arbitrator's rule referred to was granted, neither are we aware of any conditions surrounding the handling of flags, markers, indicator boxes, etc., which can be considered a hardship upon the firemen which would justify relieving him of such duties. It must be obvious that the actual work is very light and that relieving him of it would involve serious complications affecting safety.

PROPOSED ARTICLE XXI—FLAGGING AND THROWING OF SWITCHES:

"Firemen and helpers will not be required to flag or throw switches, except in case of wrecks or washouts."

In the arbitration proceedings in the West in 1915, request was made that firemen should not be required to throw switches, flag through blocks, or fill water cars, and the Board said: "The complexity of the service and the variety of the rules are such that this Board does not deem it wise to undertake to formulate a general rule upon this subject at this time."

This rule is most objectionable, particularly as it involves safe operation and will not allow firemen to flag or throw switches except in the specified emergencies of wrecks or washouts, and in many instances, would result in unwarranted delay to trains. This evidently was the view taken by the Arbitration Board in the West.

Generally speaking, firemen are seldom required to throw switches at points where switch tenders are available. The rules differ on various railroads, and are the result of negotiation between the management and the men, at which consideration was given to all the local conditions surrounding the operation, and, in our opinion, it would be most difficult and unwise to attempt to formulate a general rule upon a subject that must be governed so largely by local conditions. We therefore suggest that the request be denied, and if on any road the practice of requiring firemen to throw switches is resulting in any hardship, it be taken up for local adjustment. In general, the awarding of blanket rules of this kind where conditions are so varied and complicated, only gives rise to complications and disputes as to respective duties at times when it is important to have harmony and understanding.

PROPOSED ARTICLE XXII—TAKING FUEL AND CLEANING FIRES:

- "(a) Firemen and helpers will not be required to assist in taking fuel at any point.
- "(b) Coal of proper size for firing purposes shall be placed on all tenders.
- "(c) Coal will be kept where it can be reached by the fireman from the deck of the locomotive.
- "(d) Firemen will not be required to clean fires. Fires will be in proper condition before leaving terminal or beginning day's work. On divisions of railroads where it is necessary to clean fires between terminals, fire cleaners will be maintained at designated points agreed upon by the firemen's committee and the proper officers of the railroad."

There is no apparent justification or necessity for arbitrary general rules of this character, the present practices being the result of agreements between the managements and the men on individual railroads which obtain because of the requirements of the service on each road and entail no hardships upon the firemen, and have for their purpose affording relief for the firemen, also promoting efficient operation. Attention is called to the use of the term "helpers" in Section (a) of the proposal. It can hardly be intended to mean helpers on electric locomotives as none of the conditions dealt with are involved in electrical operation. The only other class of "helper" referred to are hostler helpers, and surely it cannot be the intent to relieve hostler helpers of the work described.

Also Section (a) in its broad terms would relieve firemen of even taking fuel at up-to-date fuel stations where the only work that the fireman does is to pull the rope opening the gates on the coal chutes through which the coal passes to the engine tender.

PROPOSED ARTICLE XXIII—INVESTIGATIONS:

"(a) No fireman, helper, hostler or hostler helper shall be discharged, suspended or have notation placed against his record without just or sufficient cause. When a fireman, helper, hostler or hostler helper is charged with an offense which would warrant his suspension or discharge, if sustained, no suspensions or discharge shall be inflicted without a thorough investigation within five (5) days before the officials having jurisdiction, at which time he may have his chairman assist him in the investigation, who will be permitted to examine witnesses. He and his representatives shall be furnished with a copy of the evidence brought out at such investigation, which will be the basis for discipline administered. When a fireman, helper, hostler or hostler helper is called for investigation he shall be notified in advance for what purpose he is called.

"(b) If a fireman, helper, hostler or hostler helper is not satisfied with the result of the investigation, he shall have the right to appeal his case through the general chairman to the proper officers. In case discharge or suspension is subsequently found to be unjust, he shall be reinstated, and, if a regular fireman, helper, hostler or hostler helper, be paid for all time he would have made on his engine, run or job during the period of suspension or discharge; if an extra man, he will be paid the earnings of service last engaged in. If the notation against his record is decided to be unjust, it will be eliminated. When a notation is entered against the fireman's, helper's, hostler's or hostler helper's record, he will be furnished a copy and will receipt for it.

"(c) Any complaint or evidence against a fireman, helper, hostler or hostler helper which may affect his rights of employment shall be in writing, and he shall be furnished with copy of complaint.

"(d) When a fireman, helper, hostler or hostler helper requests additional time for the investigation, it will be granted, and no compensation for such time will be allowed. When the Company requires additional time, the fireman, helper, hostler or hostler helper will be allowed compensation for such time, whether found guilty or not."

The methods on the individual railroads with reference to investigations and the handling of discipline are covered by schedule rules and long established practices. While we know of no such cases, if any schedules of the larger railroads do not contain such provisions they are very exceptional, as for many years the importance of discipline has been recognized and rules for its administration have been agreed upon which are mutually satisfactory for insuring fair treatment and avoiding discrimination. It is, of course, possible that some of the rules may not be as explicit and comprehensive as others, but in the present situation we are unable to see the necessity for a uniform rule to apply alike to all railroads. We note that neither the engineers', conductors' or trainmen's organizations are making similar requests. As stated, rules on the subject have been negotiated to meet conditions on individual properties and in the main recognize the justification for employees having fair and impartial hearings before discipline is administered, which is the essence of all such rules. Even if a uniform rule were attempted in view of the existing rules having been negotiated to meet local conditions, we feel it would be necessary to carefully study the existing rules in order to avoid seriously disturbing established methods and practices. We also feel that because of the mutually satisfactory existing rules with the proposed provision that the employees would be permitted to retain any rules that may be considered preferable, many of the existing rules would be retained and the principal reason advanced for a uniform rule would thereby be defeated. We also feel that the importance of confining the procedure in the handling of discipline cases to the officers and representatives of the employees on the individual railroads, where all conditions can be taken into consideration, is extremely desirable and in fact necessary. Should it be found that some rules are not satisfactory, and mutually satisfactory modifications cannot be agreed upon, then the individual case can be considered on appeal and adjustments made which will better meet the situation.

PROPOSED ARTICLE XXIV—INTERPRETATION OF AGREEMENTS:

"The Brotherhood of Locomotive Firemen and Enginemen shall be recognized in making and interpreting contracts, rules, rates and working agreements for locomotive firemen, helpers, hostlers and hostler helpers. The Committees shall have jurisdiction and be recognized in making assignments, in accordance with seniority, of all men employed in these classes of service."

The provisions of the first sentence of this proposed rule with respect to firemen are generally in effect if not specifically provided for in the schedules. There may be a few cases where employees performing the work of inside hostlers and hostler helpers are included in existing agreements with other organizations and to concede such a rule may lead to jurisdictional disputes.

As to the second sentence—in making assignments to certain runs or jobs, qualification must be the first consideration. In most schedules provisions are made that qualification being equal, choice of runs or assignments shall be made according to seniority. Should disputes arise thereafter, there is no objection to the appeals being considered in conference with the Committee, but the present proposal goes far beyond this and requests that the Firemen's Committee shall have jurisdiction and be recognized in making assignments. The selection of employees for certain positions is an important element in the management of railroads, and as the managements are responsible for the safety of operation and cannot be relieved therefrom, we do not feel that jurisdiction in such matters can be delegated to other authority than that of the duly recognized officers of the railroad.

PROPOSED ARTICLE XXV—CONFLICTING RULES TO BE CHANGED:

"Rules for overtime and working conditions which are in conflict with any of the provisions of this order, but no others, shall be changed to conform to the provisions hereof, except as provided in Article XXVI."

PROPOSED ARTICLE XXVI—SAVING CLAUSE:

"Rules and rates of the various schedules will remain in effect except as specifically modified herein. Existing rates that are higher or rules that are considered more favorable by committees representing employees shall be maintained. This not to be construed as restricting rights of committee on individual roads to readjust any conditions not affected by these changes."

We feel that these two provisions must be considered together. As explained in connection with a somewhat similar request from Trainmen under Article XXII of their proposal, the proposal of the Firemen, Article XXV, excepting as to the following—"except as provided in Article XXVI" and the provisions of proposed Article XXVI are opposed to the provisions of Supplement No. 25, which covered the concession of punitive overtime in freight service, and the terms and conditions upon which it was granted. The comments under the Trainmen's proposal apply also to the Firemen's request.

PROPOSED ARTICLE XXVII—INTERPRETATION OF THIS ORDER:

"The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future, on the several railroads."

No Comment.

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PRESENTATION COVERING CLERICAL AND STATION EMPLOYEES PROPOSALS

Consideration has been given to the presentation of the requests of the Brotherhood of Railroad and Steamship Clerks, Freight Handlers, Express and Station Employees.

In discussing the question of wages for the employees covered by this group we are confronted with many perplexing situations. Prior to Federal control, there were varied methods in dealing with these classes of employees; clerks, for instance, generally were treated not as a class but as individuals and on their merits. Clerical work on railroads differs by departments, offices and within the same department or office. Many positions are separate and distinct from others and equal treatment cannot be afforded as between individuals. It was this situation which confronted the wage authorities under Federal control.

In the preamble of General Order No. 27, the Director General of Railroads wrote:

"Manifestly in a matter of such magnitude and complexity it is impossible to find any general basis or formula which would correct every inequality and give satisfaction to every interest involved."

Owing to the many and varied conditions governing the classification of clerks the statement above referred to appropriately applies to this class. The order so graded increases above the rates in effect December 31, 1915, as to give the greatest percentage of increase to the lowest paid individual; it provided increase of 43% to salaries \$46.00 per month and under to approximately 5% on \$225.00 to \$250.00 per month or a graduated percentage basis. Practically the same basis was used and applied to the hourly paid station laborers and others covered by the submission.

In the reference made to General Order No. 27, the employees claimed that by reason of its improper application the clerks were deprived of the benefits of the awards authorized therein. (see page 835 of the proceedings). The Director General of Railroads upon recommendation of the Board of Railroad Wages and Working Conditions, in reviewing the original award, necessarily dealing with the claims of various inequalities, changed the basis of the award and under Supplement No. 7 granted to all employees specifically covered by the Supplement \$25.00 per month, or its hourly equivalent, above the rates in effect January 1, 1918, prior to the application of General Order No. 27. January 1, 1918, was used upon the specific request of the employees. The effect of Supplement No. 7 was to reduce, in some cases, the rates established by General Order No. 27. The exact extent or amount of such reduction is not known. In some cases payments had been made under General Order No. 27 which were readjusted to conform to Supplement No. 7. In other cases General Order No. 27 had not yet been fully applied, and Supplement No. 7 was applied without any refunding. In very many cases no reduction was made in the rates established by General Order No. 27 and the provisions of Supplement No. 7 were to that extent modified, by the authority of the Regional Directors. On the whole, as a matter of equity the employees covered by Supplement No. 7 received equal treatment in the flat increase granted and the principle of the greatest good to the greatest number obtained.

Supplement No. 7, Article I, section (a) established for all employees who devote a majority of their time to clerical work of any description, including train announcers, gatemen, checkers, baggage and parcel room employees, train and engine crew callers, and the operators of all office or station equipment devices (excepting such as came within the scope of the then existing agreements or those thereafter negotiated with the railroad telegraphers) a basic minimum rate of \$62.50 per month to which and to all higher rates, in effect as of January 1, 1918, prior to the application of General Order No. 27, was added \$25.00 per month, establishing a minimum rate of \$87.50 per month.

Section (b) applied the Supplement to chief clerks, foremen, sub-foremen and other similar supervisory forces of employees provided for therein.

Section (c) established for office boys, messengers, chore boys and other employees under 18 years of age filling similar positions, and station attendants, a basic minimum rate of \$20.00 per month, to which and to all higher rates in effect January 1, 1918, prior to the application of General Order No. 27 was added an increase of \$25.00 per month, establishing a new minimum rate of \$45.00 per month.

Section (d) established for all other employees not otherwise classified, such as janitors, elevator and telephone switch-board operators, office, station and warehouse watchmen, a basic minimum rate of \$45.00 per month to which and to all higher rates in effect January 1, 1918, prior to the application of General Order No. 27, was added \$25.00 per month, establishing a new minimum rate of \$70.00 per month.

Section (e) provided for the application of the increases awarded therein being applied to employees named in sections (a), (b) and (c) who were paid on any other basis.

Section (f) provided that the wages for new positions should be in conformity with the wage for positions of similar kind or class where created.

Article V, Section (a) established for all laborers employed in and around shops, roundhouses, stations, storehouses and warehouses (except employees provided for in harbor awards) such as engine watchmen and wipers, fire builders, ashpit men, boiler washer helpers, flue borers, truckers, stowers, shippers, coal passers, coal-chute men, etc., a basic minimum rate of 19 cents per hour to which and to all rates of 19 cents per hour and above, was added 12 cents per hour, establishing a minimum rate of 31 cents per hour, with a maximum of 43 cents per hour.

Section (b) established for common labor in the Departments covered by Supplement No. 7, and not otherwise provided for, a basic minimum rate of 16 cents per hour, to which, and to all hourly rates of 16 cents per hour and above, in effect January 1, 1918, prior to the application of General Order No. 27, was added 12 cents per hour, establishing a minimum rate of 28 cents per hour, with a maximum rate of 40 cents per hour.

Article VI established for all monthly, weekly and daily rated employees in the departments covered by Supplement No. 7, and not otherwise provided for, an increase of \$25.00 per month over the rates in effect as of January 1, 1918.

Article VII provided that no part of the increases granted should establish a salary in excess of \$250.00 per month.

Article VIII, Section (a) provided that the minimum rates and all rates in excess thereof as established by Supplement No. 7, and higher rates which were authorized since January 1, 1918, except by General Order No. 27, shall be preserved.

Section (b) provided that employees temporarily or permanently assigned to higher-rated positions shall receive the higher rates while occupying such positions and employees temporarily assigned to lower-rated positions shall not have their rates reduced.

The provisions of the original order and Supplement No. 7, with its eighteen interpretations, granted certain reclassifications, working and other favorable conditions of employment all of which had monetary value.

Effective January 1, 1920, additional rules were established by agreement between the Director General of Railroads and the Brotherhoods. The effect of these orders and rules governing working conditions is an unknown quantity insofar as determining a basis upon which to form an opinion as to future treatment, and before a conclusion is reached it would seem necessary that a study based on the actual results should be made.

REQUESTS OF EMPLOYEES

"FIRST, an increase of pay of 20 cents per hour retroactive to January 1, 1919, over and above the rates established by Supplement No. 7, to General Order No. 27, and, or by Addenda and Interpretations thereto, and, or by adjustment, with a sufficient additional increase per hour to cover the increased cost of living from June 1, 1919, to the date of presentation of these requests, this additional increase to be retroactive to August 1, 1919."

In arriving at a proper wage for all classes of railroad employees, as a whole, numerous difficulties arise and insofar as clerks and the other employees referred to are concerned, it would appear that the question can only be dealt with by groups in each classification. This applies to clerks, freight handlers and others covered by the employees request, and while it has been stated that clerks prior to Federal control were treated on their individual merit and ability, the request provides consideration as a class.

The following statements are compiled from the records of the United States Railroad Administration (see Exhibit No. 1); the first statement shows the average hourly compensation of the various classes of employees coming within the scope of the requests of the Brotherhood of Railroad and Steamship Clerks, Freight Handlers, Express and Station Employees, years 1915, 1917 and 1919, and under the proposals of the employees, for a uniform increase of 20 cents per hour:

CLASS OF EMPLOYEES	HOURLY COMPENSATION			Proposed New Hourly Rate
	1915	1917	1919	
Clerks.....	\$0.295	\$0.347	\$0.513	\$0.713
Messengers and Attendants.....	.140	.201	.319	.519
Other Unskilled Laborers.....	.182	.246	.418	.618
Station Service Employees.....	.187	.237	.422	.622

The following statement shows the increase in hourly compensation to employees included in the above statement over 1915 and 1917, and increases in hourly compensation contemplated by the employees proposals:

CLASS OF EMPLOYEES	Increase 1919 Rates Over				Increase Proposed Rates Over					
	1915		1917		1915		1917		1919	
	Amt.	P. C.	Amt.	P. C.	Amt.	P. C.	Amt.	P. C.	Amt.	P. C.
	c	%	c	%	c	%	c	%	c	%
Clerks.....	.218	74	.1660	47	.418	142	.366	106	.20	39
Messengers and Attendants.....	.179	128	.118	58	.379	214	.318	158	.20	62
Other Unskilled Laborers.....	.236	130	.172	70	.436	239	.372	151	.20	48
Station Service Employees.....	.235	125	.185	80	.435	232	.385	162	.20	47

The following statement shows the average monthly compensation of employees coming within the scope of the presentation of the Brotherhood of Railroad and Steamship Clerks, Freight Handlers, Express and Station Employees, years 1915, 1917 and 1919, and under the proposals of the employees:

CLASS OF EMPLOYEES	Average Monthly Compensation				Average Hours		Worked per Month	
	1915	1917	1919	Proposed	1915	1917	1919	Proposed
Clerks.....	\$69.36	\$79.58	\$113.21	\$154.01	235	230	221	204
Messengers and Attendants.....	36.15	44.26	72.47	113.27	255	(d) 27.5	(d) 28.5	204
Station Service Employees.....	50.49	64.75	97.01	137.81	270	273	214	204
Unskilled Laborers.....	46.67	63.77	93.12	133.92	256	260	223	204

Note.—(d) means days.

The above statement shows that the classes of employees covered by the presentation of the Brotherhood of Railroad and Steamship Clerks, Freight Handlers, Express and Station Employees have received, over the 1915 hourly rates, increases of from 74% to 130%, and over the 1917 hourly rates, increases of 47% to 80%. The rates proposed by the employees would involve increases over the 1915 hourly rates of from 142% to 239%, and over the present hourly rates of from 39% to 62%.

The average monthly hours shown in the foregoing statement for the years 1915, 1917 and 1919 include straight time and overtime hours, and for the year 1919, some punitive overtime. However, in view of the fact that the average monthly hours per employee per month were but 221, the amount of overtime was small and punitive overtime practically negligible. Prior to the issuance of Supplement No. 7 (effective September 1, 1918) there were comparatively few railroads paying overtime to clerical employees, particularly in the year 1915, and the compensation shown for that period covers practically all straight time earnings.

Referring to the contention of the clerks (page 897 of the proceedings) that the increases afforded by General Order No. 27 should have been added to rates established during the period 1915 to 1918. A great many inequalities existing on January 1, 1918, were produced by the varying adjustments which had been made on different railroads and even as between portions of the same railroads between December 31, 1915, and December 31, 1917. General Order No. 27 having been based on the rates in effect December 31, 1915, specifically provided that any increases in the rates for given positions which had been made between December 31, 1915, and January 1, 1918, were to be absorbed thus restoring the differentials of 1915; the increases made in the interim may or may not have been justly made for the purpose of correcting inequalities or of recognizing merit, or may in fact have been promotions or the creation of new positions, but on the specific request of the employees, that the rates in effect January 1, 1918, should be the basis, Supplement No. 7 recognized the differentials existing as of January 1, 1918, and thus necessarily perpetuated the inequalities referred to, and there was manifestly no justification for adopting bases for increases which would have carried double advantages.

We have no compilation of data that will throw any light on the claim (page 898 of the proceedings) that "a majority of all clerks suffered a reduction (from the award of General Order No. 27) by the application of Supplement No. 7," but it is our belief that the facts when compiled will disprove that statement, and Forms RWC of the Board of Railroad Wages and Working Conditions will give you that data. Pending their compilation it is futile to argue this feature or as to the correctness or incorrectness of the statements on page 906 of the proceedings.

Fully 50% of the total clerks employed, both male and female, are what might be termed junior clerks, a great number of whose ages range from 18 to 23 years. While no statistical information is available on this subject, it is a matter of common knowledge that many reside with parents and are not the sole support of families. After they have passed the junior grade their rate of pay increases according to the position they occupy. Supplement No. 7 placed a minimum rate of \$87.50 per month on all clerical positions irrespective of age or experience, and to apply the requested increase (204 x 20c—\$40.80) upon the present minimum would establish a new minimum of about \$128.30 per month. Your consideration of this phase of the requested increases to clerks will develop comparisons of vital interest.

Among the shop crafts provision is made for apprentices and helpers. Apprentices in the shop crafts must be between the ages of 16 and 21 years, and serve four years of 290 days each calendar year. The data collected and tabulated relative to rates paid shop crafts, by the Board of Railroad Wages and Working Conditions, show the average hourly rate of apprentices in 1918 to have been 19.39 cents per hour; after the application of Supplement No. 4 to General Order No. 27, 30.47 cents per hour, an increase of 11.08 cents per hour or 57.14%, to which must be added the additional award covered by the National Agreement of four cents per hour, making an average rate of 34.47 cents per hour, an increase of 15.08 cents per hour or 77.77%. The starting rate for the first six months is 29 cents per hour with an increase of 2½ cents per hour for each six months thereafter up to and including the first three years; five cents per hour increase for the first six months of the fourth year and 7½ cents per hour for the last six months of the fourth year. Based on a 204 hour month this starting apprentice rate equals \$59.16, while the clerks' starting rate is \$87.50 per month. We believe it will be found in outside industries and in business which generally recruits this class from the public schools and business colleges, that the present minimum for a clerk is below the rate established by Supplement No. 7, and to concede that this minimum be increased to \$128.30 per month is not justified, and would appear to be out of harmony with Section 307, paragraph (d), Item No. 1 of the Transportation Act of 1920.

We recognize that clerical forces above the junior clerk merit consideration, but we respectfully call attention to the danger of attempting to level up as between individual positions. Merit, ability, responsibility and years of service have been the factors underlying the successful office organizations of railroads as well as other business interests. It is from this class of employees that the office heads must be drawn and to inject any plan whereby these factors are eliminated spells lack of effort and initiative and places the clerical situation at a serious disadvantage.

These employees request an increase of 20 cents per hour, retroactive to January 1, 1919, over and above present rates, plus a sufficient additional increase per hour to cover increased cost of living from June 1, 1919, and this to be retroactive to August 1, 1919. As to the retroactive feature of this request, question arises as to the authority created by the Transportation Act to establish rates of pay prior to the effective date of the act, or to the date of organization of your Board, and these are questions your Board will decide.

One of the reasons advanced for the increases requested, is the increased cost of living. Further increases are asked because of changes in the cost of living since the requests were filed up to approximately the date of the hearings on the requests, which it was claimed was approximately 20%; this would change the requested increase to about 24 cents per hour, based on May 1, 1920. It is requested that this be made retroactive to August 1, 1919. The consistency of basing the increases on the cost of living at a certain date, and requesting that the effective date be made prior thereto, when it is admitted that the cost of living was lower, will be apparent.

"SECOND, the re-establishment of certain differentials between freight handlers, checkers, stevedores and other higher-rated employees in the freight houses and transfer sheds, as they existed prior to the issuance of Supplement No. 7 to General Order No. 27."

The differentials referred to were those heretofore existing in the wages of men engaged in freight stations in the positions of checkers, stowers, callers, etc. (the callers being engaged in calling marks and other information in connection with the freight handled to the checker or tallymen, and not crew-callers) which were slightly in excess of the wages paid men for trucking and handling freight. This differential was submerged by the application of the maximum rate of forty-three cents per hour established by Supplement No. 7. The practice of paying such a differential, was quite general, in the larger freight stations, where on account of the character of the unskilled labor employed, it was necessary to pay the somewhat higher rate for employees possessing the necessary intelligence to perform these special duties to which they were exclusively assigned. We can see no reason for not recognizing and paying for this class of service, where employees are regularly assigned, exclusively, to it provided the rates established for such service are not such as to disturb the relationship which exists between this class of service and similar positions in other branches of service. We can see no justification for the establishment of a universal basic rate for such service, and on account of the small number of men involved, we believe this to be a matter that should be left to the individual railroad to adjust upon such bases as the local conditions may warrant, in accordance with the practice in effect prior to Federal control.

"THIRD, two weeks vacation with pay."

The granting of vacations without loss of pay has hardly been so extensive as to justify treating it as a general practice or rule. Whether or not vacations were allowed depended upon the policy of the railroads, the character of the duties, length of service of the employee and the department in which engaged, etc. When vacations were granted, the employees were almost entirely paid monthly wages, and the character of the work made it possible to take care of same without requiring others to take their places; in many instances, the employees arranged among themselves to take care of the work, if necessary working beyond the customary hours. In most instances, these employees received no additional pay for overtime and their monthly wages compensated for all days in the month. The vacations were voluntary on the part of the managements, and in the event it was not feasible for the employee to take the vacation, no penalty was paid, as would result under the proposal. The present scale of pay for these employees is based on the working days of the month. The monthly salary whether employee was required to work the full month or only the working days of the month was multiplied by twelve and the annual pay divided by 306 days (deducting the Sundays and the seven holidays) and if the employee is required to work on Sundays or any of the designated holidays, additional pay is allowed. When the employees are now required to work in excess of eight hours per day overtime is paid, and if the total hours per week exceed forty-eight the excess overtime hours are paid at time and one-half. If overtime is worked on any day, with less than forty-eight hours service per week, overtime is paid on the days' performance.

Under the present wage basis the employee renders no service for which he is not specifically paid, and through the adoption, at the request of the employees, of the daily instead of the monthly basis of pay, his situation is made comparable with the large class of hourly or daily paid employees who were never granted vacations with pay.

It is now proposed to make vacation rules general to all the classes covered by clerks' proposals, notwithstanding that no such general privilege has been in effect at any time, and as all of the conditions which controlled when vacations were granted have been eliminated, we are unable to see any justification for this request. We believe that when the hours per day and the days per month are restricted to what is reasonable and just, from a consideration of the employees health and comfort, and equitable wages and overtime restrictions established, it is not justifiable to require the granting of a vacation of any length with pay in addition thereto.

"FOURTH, time and one-half for Sunday and holiday work, with a guaranteed minimum of eight hours for a call on such days."

Referring to the employees request for time and one-half for Sunday and holiday work, with guaranteed minimum of eight hours for a call on such days. Overtime for clerks was treated under Supplement No. 7, Article XI, reading as follows:

"Section (a). Where there is no existing agreement or practice more favorable to the employees, overtime shall be computed for the ninth and tenth hour of continuous service, pro rata on the actual minute basis, and thereafter at the rate of time and one-half time. Even hours will be paid for at the end of each pay period; fractions thereof will be carried forward.

"Section (b). When notified or called to work, outside of established hours, employees will be paid a minimum allowance of three hours.

"Section (c). Employees will not be required to suspend work during regular hours to absorb overtime."

Later, by agreement between the Director General of Railroads and the Brotherhood of Railroad and Steamship Clerks, Freight Handlers, Express and Station Employees, the following rule was established:

"Overtime Rule—57. Except as otherwise provided in these rules time in excess of eight hours, exclusive of meal period, on any day, will be considered overtime and paid on the actual minute basis.

"For hourly rated employees, except as otherwise provided in these rules, overtime will be computed at the rate of time and one-half time.

"For daily rated employees, except as otherwise provided in these rules, when the full number of hours per week (produced by multiplying by eight the days of the weekly assignment) are worked, overtime will be computed at the rate of time and one-half time. Where the total hours worked in regular assignment do not equal the number of hours so produced, overtime will be computed pro rata until the weekly period is fulfilled; thereafter overtime will be computed at the rate of time and one-half time.

"It is understood that where in a given office it has been the practice to let employees off for a part of the eight hour day, on certain days of the week, such practice shall not be rescinded and shall not be departed from except in cases of emergency.

"Notified or Called—Rule 58. Except as otherwise provided in these rules, employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of three (3) hours for two (2) hours work or less and if held on duty in excess of two (2) hours, time and one-half times will be allowed on the minute basis.

"Employees will be allowed time and one-half time on the minute basis for service performed continuous with and in advance of regular work period.

"Rule 59. Employees who have completed their work period for the day and been released from duty required to return for further service, may, if conditions justify, be paid as if on continuous duty.

"Absorbing overtime—Rule 60. Employees will not be required to suspend work during regular hours to absorb overtime.

"Authorizing Overtime—Rule 61. No Overtime hours will be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable.

"Computing Overtime—Rule 62. Overtime will be computed by showing the overtime hours at the established overtime rates, and shall be entered on the payroll records as a separate item.

"Notified When Disallowed—Rule 63. When time is claimed in writing and such claim is disallowed the employee making the claim shall be notified in writing and reason for nonallowance given."

We respectfully submit that the present rules are sufficient and the requested changes are unjustifiable. The large majority of the work required of this class of employees on Sundays and holidays is intimately related to train movement and station service such as, ticket clerks, baggagemen, yard and engine house clerks, etc., and therefore the reasons, more fully presented in response to the submission of the Trainmen, heretofore made, and of the Maintenance of Way Employees which will follow, are equally applicable.

"SIXTH, the elimination of piecework, tonnage and bonus system."

Any method for improving the efficiency of the service or which tends to increase production, and which does not impose an unjust working condition on the employees, and which provides proper compensation for service rendered should be encouraged.

"SEVENTH, the adjustment of any unjust inequalities existing between employees performing similar work on a particular railroad, and also between employees performing practically the same class of work on different railroad properties in the same terminal."

Owing to the many and varied conditions surrounding the clerical situation, any uniform classification as between individuals, positions, or by railroads would be contrary to a practice of years standing. Clerical forces, unlike those of any other class of railroad employees, have been treated upon individual merit and ability, character of the position, and other important factors. Conditions of employment differ by departments, location and by railroads. In the general offices, a large percentage of the clerical employees consist of young and inexperienced people who at the present time are paid the minimum rate of \$87.50 per month. As these clerks develop in training and experience, they are advanced to more important positions carrying higher salaries. Any attempt to deal with this phase of the clerical situation as a class must result in a loss of efficiency. The character of work or the position may differ widely in scope and responsibility, one department with another or as between railroads in the same community. An intimate knowledge of each situation would appear necessary before accepting any general statement that the methods used in the treatment of clerks result in unjustifiable inequalities.

Individual, rather than class treatment, has been the basis upon which clerical forces and corresponding rates have been built up, and in our opinion any action that may be taken to disturb, or take away from the individual railroad its initiative in dealing with such matters, will have a demoralizing effect.

Referring to Exhibit 7-B of the submission of the Brotherhood of Railroad and Steamship Clerks, Freight Handlers, Express and Station Employees, on pages 911-13 of the proceedings, this exhibit merely emphasizes what has already been said that in the past the wages have been fixed on a graduated scale dependent upon years of service and experience—rungs in a ladder upon which the employees advanced. A mere similarity of title does not necessarily mean an identity or even similarity of duty or responsibility, nor does it necessarily give an index of the value of the work performed. For instance, the duties and responsibility of cashier in the freight office of each of several stations on a given railroad in a given city are not necessarily identical even though the title is the same. Even if the duties of two positions are identical, the fact that an employee filling one of these positions may now be receiving a higher rate of pay because of his long experience furnishes no excuse for bringing the employees of less experience up to such higher rate. Furthermore the occupant of one of these positions may have had exceptional opportunities to better qualify him than the other occupant, and his service would be more valuable to the employer, and a rigid basis for pay would prevent recognition thereof.

NATIONAL AGREEMENT

The question of incorporating any new rates of pay or other requests in the so-called National Agreement, together with the request that it be continued in effect with all railroads and carriers is one which we believe is not properly before your Board at this time, and is not properly a part of the wage question now under consideration by your Board. We respectfully submit that this question is one of importance separate and distinct from the question of wages, and if it comes to your Board in accordance with the provisions of the Transportation Act, it should be handled separately in order that due consideration may be given to its many details. If and when the employees have presented their arguments in support of the various details of said agreement the railroads should thereupon be given proper opportunity for the presentation of their views.

We note the claims of the Brotherhood of Railroad and Steamship Clerks, Freight Handlers, Express and Station Employees to represent:

1. Chief Clerks to Agents, General Superintendents and their equal or superiors in rank,
2. Foremen and Sub-Foremen,
3. All Station Employees,
4. All Stores Department Employees, including Division or Assistant Division Storekeepers,
5. All General Office Employees,
6. All Employees on Elevators, Piers, Wharves or other Water Front facilities,
7. Employees in Car Service and similar bureaus.

These are sweepingly general claims.

1. The confidential character of the service of Chief Clerk to any officer has generally been recognized and respected and we oppose and protest any action that will tend to restrict the officer in the selection of this assistant and others in his immediate staff who occupy positions of trust and responsibility, and of a confidential nature.

2. Foremen who have the right to employ, discipline or dismiss employees are, by the ruling of the Interstate Commerce Commission, issued March 23, 1920, reading as follows:

"Paragraph 5 of Section 300, of the Transportation Act, 1920, provides:

"(5) The term 'subordinate official' includes officials of carriers of such class or rank as the Commission shall designate by regulation formulated and issued after such notice and hearing as the Commission may prescribe, to the carriers, and employees and subordinate officials of carriers, and organizations thereof, directly to be affected by such regulations.

"Public hearing having been had on March 15, 1920, 'for the purpose of determining what classes of officials of carriers shall be included within the term 'subordinate official' as that term is used in Sections 300 to 313, both inclusive, of said Transportation Act, 1920,' the Commission prescribes that the term 'subordinate official' as used in said portions of said Act shall include the following:

* * * * *

"Foremen. This class shall include foremen of mechanics, shops, tracks, bridges, etc., who are not vested with authority to employ, discipline or dismiss subordinates.

* * * * *

"Storekeepers. This class shall include storekeepers or foremen of stores who are not vested with authority to employ, discipline or dismiss employees or to make purchases. It does not include general storekeepers or assistant general storekeepers."

deemed to be officials and therefore are excluded by the Transportation Act from the consideration of your Board. Foremen and sub-foremen who come within the I. C. C. definition of subordinate official are the only classes that you are authorized to consider.

3. There are many station employees who are mechanics, helpers, etc., or stationary firemen, engineers, etc., for whom other organizations claim the right of representation; some also come within the category of subordinate officials. No comprehensive rule can be justly made at this time that will protect the rights either of the employer or the employees in their contractual relationship.

4, 5 and 6. Similarly some employees in the Stores Department, on water front facilities and in the general offices are officials, subordinate officials or craftsmen of trades for whom that trade claims the right of representation—and no rule as to representation can be justly made at this time in the absence of more definite knowledge of the facts.

7. Car Service, Demurrage, Transportation and other Bureaus are generally formed by the action of different groups of railroad companies by formal agreement or informal understanding. The employees of such bureaus are not the employees of any one of the railroads forming the particular group.

There are no contracts in existence between any such bureaus and any labor organization. The work is specialized, and the employees are hired by and subject only to the managing officer of the particular bureau and many positions therein bear the confidential nature hereinbefore referred to. Some of the bureaus were formed by railroads, some of whom are not represented by this committee.

The character of the work performed by certain of these associations or bureaus is of a nature which makes them unsuceptible to rules and regulations which may be practical in ordinary clerical work and justifies their elimination from any general regulations.

WAGES IN COMPARABLE INDUSTRIES

Prior to the general shortage of clerical and other labor created by the war, the demand for clerks was not any appreciable element in the situation. The work of the railroad clerk was to a large degree, peculiar to the service. The entering rates were at least as favorable as the general scales of pay for clerks in all industries. As the war conditions called for experienced clerks, the rapid development of commercial industries required their obtaining clerical forces, and in a great many instances experienced railroad clerks were obtained, with salaries far in excess of the railroad scale. In those circumstances, no matter what scale of pay the railroads had paid, it would not have enabled them to meet the competition of the war industries. This condition, more than any other, was responsible for the shortage of railroad clerks. The scale of pay for the lesser experienced railroad clerks appeared to be such that the wages offered by outside industries did not so seriously affect the situation as to them. In the past, whenever efforts were made to obtain information regarding the scale of pay in outside industries, they have avoided furnishing sufficient detailed information from which comparisons could be made with railroad rates, also to a great extent they declined to furnish any information whatever, as they considered their wage scales confidential. In addition, the nature of the duties makes it extremely difficult to find comparable positions in the railroad and industrial employments.

Freight station labor, numerically, is the largest group in the request of the Brotherhood of Railroad and Steamship Clerks, Freight Handlers, Express and Station Employees. The rate paid to common labor in freight houses, storehouses, etc., has always borne a certain close relationship to the rate paid for common labor in other departments of the railroads. In some respects such work is preferable to common labor work in other departments; in some respects it is more arduous and requires greater intelligence so that the result of past wage adjustments has been to establish a slight differential rate above track labor, and with this thought in mind the treatment given common labor in other groups should influence the rate paid labor at freight stations.

HAZARD

With the exception of the small number of yard clerks but few of whom are employed outside of yard offices, there is absolutely no hazard peculiar to clerical work on railroads. In an inquiry made of various insurance companies, we were assured that clerks were not only not engaged in a hazardous occupation, but were considered in the class of healthful occupations; and also many States having compensation laws covering accidents or disease do not include clerical employees in their schedules. Conditions surrounding the employment of clerks and others in this group are at least as healthful as any other class either inside or outside of railroad service. On one important system during a period of four years out of approximately 70,000 employees, there were 2,236 deaths, 86 of which were due to accidents, and no clerks were included in the accidental deaths. A study of the Interstate Commerce Commission statistics, covering casualties to railroad employees shows that the casualties to clerks are too small to be represented as a class in any comparison with other branches of railroad employees.

RESPONSIBILITY

In the consideration of training, skill and responsibility, the employees' presentation classifies the various employees and describes their duties and responsibilities, together with the qualifications necessary. It is not our purpose to take up the time of your Board in discussing the several so-called classifications.

In our opinion, the descriptions of the qualifications, duties and responsibilities are idealistic. Freight house laborers differ but slightly from other classes of labor as to qualifications or experience. Generally the clerical forces consist of approximately 50% of beginners or junior clerks, 25% senior clerks, and 25% principal or head clerks. The duties of the so-called junior clerk in brief consist of the performance of clerical work of a routine nature requiring neither specialized skill nor the exercise of independent judgment. The senior clerk, under supervision, performs work of a miscellaneous nature requiring varying degrees of experience and ability. Usually this class of clerks have been advanced from junior grades. Principal or head clerks are those who by years of experience and training assume the more important duties carrying varying degrees of responsibility. The latter are the real dependable class of employees in the clerical forces who by reason of their familiarity with the various classes of office work are capable of filling the positions of chief clerk and other supervisory positions.

In the division of clerical forces into the three groups just referred to, it should be understood that we are not minimizing the importance of the clerk, nor do we desire to establish any new classification, but we do desire to point out that in fixing rates of pay, the railroads generally are governed by the ability and length of service of the clerks rather than any classification they may have had.

CHARACTER AND REGULARITY OF EMPLOYMENT

No class of railroad employees is less affected by the fluctuation of business than the group covered by this submission. Conditions of employment are not unfavorable, but on the contrary the character of the work insures a degree of permanency not always obtainable elsewhere, and with the possibility of advancement offers many opportunities for recognition of initiative and ability.

In summarizing, we desire to make it plain that in dealing with the employees included in this submission, we have but briefly touched on the more important features. No data is available upon which it is possible to bring out in a more definite manner some of the subjects covered, and in addition comprehensive data as to the present wages has not been compiled. As you are aware, we are arranging to have the railroads compile statements covering present wages and we hope to be able to furnish same in the near future.

O

PRESENTATION COVERING TELEGRAPHERS' PROPOSAL

The Order of Railroad Telegraphers claims to represent:

Train Dispatchers.	Towermen.
Agents.	Levermen.
Agent-Telegraphers.	Tower and Train Directors.
Agent-Telephoners.	Block Operators.
Telegraphers.	Staffmen.
Telephoners (except switchboard operators).	Printers.

Their present wages and working conditions, except printers, have been established by Supplement No. 13 to General Order No. 27, effective October 1, 1918, its interpretations and addenda.

That supplement by its interpretations was extended to include certain subordinate positions of which specific mention was not made in this latest request. There has been some dispute and no little uncertainty as to some of those positions by reason of the claims of the Brotherhood of Railway and Steamship Clerks, Freight Handlers Express and Station Employees of the right to represent these employees.

There has also been some dispute in the past as to the right of the Order of Railroad Telegraphers to represent train dispatchers and certain of the agents.

The action of the Interstate Commerce Commission in its ruling of March 23, 1920, defining subordinate officials clearly places in the official class Train Dispatchers who have the right to employ, discipline or dismiss employees, and agents of any description who have fiduciary and legal responsibilities and the direct supervision of one or more employees. Therefore these positions are not within the kind which the Transportation Act contemplates could be brought to the attention of the United States Railroad Labor Board.

For convenience, the ruling of the Interstate Commerce Commission referred to above is here quoted:

"Paragraph 5 of Section 300 of the Transportation Act, 1920, provides:

"(5) The term 'subordinate official' includes officials of carriers of such class or rank as the Commission shall designate by regulation formulated and issued after such notice and hearing as the Commission may prescribe, to the carriers, and employees and subordinate officials of carriers, and organizations thereof, directly to be affected by such regulations.

"Public hearing having been had on March 15, 1920, 'for the purpose of determining what classes of officials of carriers shall be included within the term 'subordinate official,' as that term is used in Sections 300 to 313, both inclusive, of said Transportation Act, 1920,' the Commission prescribes that the term 'subordinate official' as used in said portions of said Act shall include the following:

* * * * *

"Train Dispatchers. This class shall include train dispatchers who are not vested with the authority to employ, discipline or dismiss employees.

* * * * *

"The above definitions include all the classes of employees whose claims to recognition as 'subordinate officials' were presented at the hearing, except traveling auditors and supervisory station agents. The traveling auditors have a fiduciary relationship to the Company. Their duties and responsibilities vary, but all partake of the same specific relationship of trust.

"The supervisory station agents are those who have supervision of the work of other station employees. They cover the range from the station where one employee other than the agent is employed to the agents at the largest and most important points. They are the official and responsible representatives of the Company in its relationships with the public and frequently in a legal sense. Their compensation naturally varies with the responsibilities of their positions. It is not believed that either of these classes can be consistently included within the term 'subordinate officials,' as that term is used in Title III of the Transportation Act, 1920.

"The list of subordinate officials above prescribed may be enlarged or restricted after due notice and hearing, if and when occasion warrants."

The rates of pay and working conditions of the employees represented by the telegraphers prior to Federal control were the result of negotiation between each individual railroad and its employees, either directly or through the representatives of the Order of Railroad Telegraphers or some other organization.

The general principle underlying all such negotiations has evidently been to adjust the wages, hours of service and other working conditions to the duties and responsibilities of each particular position and in keeping with the local conditions and demands of the service. Hence a large number of differing rates have been created after years of such experience, for positions of the same general character but varying in accordance with the relative skill, volume of business, responsibility and other conditions peculiar to each job; and even though there are 182 rates in effect we submit that the duties, responsibilities and skill required to fill the position vary more than the rates.

The separate negotiations on each railroad has resulted in the establishment of different rates on the various roads for practically identical positions.

The request of the employees representatives recognizes these conditions and seeks to change them, but by a method that is illogical and results in unreasonably high rates for some positions of merely similar title.

They take the wage scale of the Southern Pacific Railroad as a general basis and segregate the rates into groups and provide a minimum by adding varying amounts from 6½ cents to 26 cents per hour to the average rates of these groups for the purpose of reducing differentials and then request a 17-cent an hour increase to the bases thus set up.

In the first place, the average scale on the Southern Pacific is the highest in the United States, outside of certain densely populated regions, and conditions are peculiar to that system which traverses so much desert and thinly populated territory. Relatively higher wages on that system have been necessary in the past in order to attract the necessary employees to that service and will be necessary in the future where these controlling conditions still exist.

In the second place and on the other hand, it is unwarranted to fix the wages of a telegrapher in New York on a busy important railroad on the basis of conditions at any other place on a line where the skill, responsibility and burden of the work is at the minimum. We submit that no system of wage adjustment for this class of employees can be just and reasonable that does not take into consideration and give proper weight to the requirements of each position in each locality.

The living requirements of this class of employees vary greatly with the locality in which they are employed. Wage rates for certain positions, uniform all over the United States will result in an injustice, if based either on the maximum, minimum or average living requirements of these classes of employees.

To do justice, it will be necessary to use the method by which due consideration and weight will be given to all the conditions surrounding each class of positions by location.

Standardization requested by these employees would likely result in later demands for differentiation and this cycle would likely be kept up ad infinitum as the exponents of standardization or differentiation prevail in the councils of the organization.

Your attention is specially directed to Mr. Manion's statement (pages 1018 to 1025) of his submission which is briefly shown as follows:

Proposed Reclassification of Employees on 128 Railroads

Position	No. of Employees	No. Old Rates	No. New Rates
Agents.....	5,421	178	24
Agent-Telegraphers.....	15,666	135	11
Agent-Telephoners.....	2,718	141	11
General and Relay Offices.....	2,339	121	9
Division and Superintendent's Offices.....	1,468	91	7
Yard and Terminal Offices.....	3,197	83	7
Telegraphers.....	17,785	94	8
Telephoners.....	2,227	59	8
Tower and Levermen.....	9,238	98	8
Staffmen.....	149	15	3
Block-Operators.....	4,390	59	8
Printers.....	49	10	3
Tower and Train Directors.....	187	47	7
Recapitulation.....	64,736	182	24

It will be seen that the 182 rates now in effect are to be arbitrarily reduced to 24 rates to apply to any position in that service in any part of the United States. Such a reclassification would be drastic.

It is unreasonable to expect that the skill and responsibility of 65,000 positions throughout the United States can be evaluated in the light of the facts now available or that can be obtained within a reasonable time and reclassification made by your Board justly and reasonably into 24 rates.

It would seem that there should be no objection at this time to a continuation of the general method of evaluating these positions that has obtained in the past, modified to meet the changed conditions growing out of the Transportation Act.

The presentation of the Telegraphers shows that the average wage on 24 of the principal and highest paid railroads in the United States in 1915 was \$71.98 per month, which reduced to an hourly rate by dividing by 204 hours per month, produces an hourly rate of 35.28 cents per hour. The submission also shows the present average rate on all railroads is 55.75 cents per hour, including the lowest as well as the highest paid roads. Therefore, accordingly Supplement No. 13 and addenda and interpretations thereto granted something above 58% increases over the 1915 rates. The increases now requested over the present rates range from 17.89 to 81%, and in addition thereto time and one-half for Sundays and holidays.

Article I of Supplement No. 13 provides the processes for producing the hourly rates in effect on January 1, 1918, prior to the application of General Order No. 27, by dividing the annual sum of the monthly or weekly wages by 306 working days of the year (excluding Sundays and holidays) and dividing the daily rate by 8 hours. This produced hourly rates higher than the actual, as the monthly or weekly wages compensated for all the days worked whether for the working days only or all days in the year, and also the hours specified after which overtime would accrue, which ranged 8, 9, 10, 11 and 12 hours under individual schedules.

Article II of Supplement No. 13 to General Order No. 27, provides an increase of 13 cents per hour plus 2 cents per hour on account of the elimination of vacation rules, to be added to the hourly rates established by the processes described under Article I with the further provision that no hourly rate would be less than 48 cents. The average working hours per month are 204 for the working days of the year, 204 times 48 cents equals \$97.92. 48 cents less 15 cents equals 33 cents, times 204 equals \$67.32. Therefore the minimum hourly rate of 48 cents applied in all cases where the former monthly wages were \$67.32 or less on January 1, 1918, prior to the application of General Order No. 27. It is estimated that approximately 10% of the positions were increased by this minimum which applied more particularly to levermen (who are not required to be telegraphers) and agencies at the smaller stations, many of whom received monthly wages below \$40.00 per month. The abnormal increases resulting from these processes of adjustment with the overtime provisions of the Supplement necessitated an addendum (No. 2), which continued the 48 cent minimum hourly rate, but provided a special overtime rule, effective December 1, 1919, as follows:

"Eight (8) hours actual time on duty within a spread of 12 hours shall constitute a day's work. Time shall be counted as continuous service in all cases where the interval of release is less than 1 hour. Overtime at the rate of time and one-half time shall be paid for all time on duty in excess of 8 hours within a spread of 12 hours and also for all time worked in excess of the spread of 12 hours."

A statement issued by the Director General of Railroads entitled:

"Class I Railroads—average hours per employee and average monthly compensation per employee in October, 1919, compared with monthly average for year ended June 30, 1915," shows the following:

CLASS	Hours Worked		Decrease
	Oct., 1919	June, 1915	
Telegraphers, Telephoners, Block Operators.....	235	253	18 Hours
Telegraphers, Telephoners, Operating Interlockers.....	239	239	0
Levermen, Non-Telegraphers.....	242	286	44 Hours
Agent-Telegraphers.....	245	309	64 Hours
Station Agents, Non-Telegraphers.....	235	306	71 Hours

This statement also shows:

CLASS OF EMPLOYEES	Average Monthly Compensation		Increase
	Oct., 1919	June, 1915	
Telegraphers, Telephoners, Block Operators.....	\$130.60	\$66.65	\$63.95
Telegraphers, Telephoners, Operating Interlockings.....	136.93	68.50	68.43
Levermen, Non-Telegraphers.....	126.87	60.92	65.95
Agent-Telegraphers.....	141.18	69.00	72.18
Station Agents, Non-Telegraphers.....	142.34	71.10	71.24

From the above figures it appears that while these employees worked from 7 to 23 per cent less time per month in 1919, than in 1915, they received 96 to 119 percent higher compensation.

In addition to the rates paid these employees a large number of them receive wages or emoluments from other sources. The majority of the Agents, including Agent-telegraphers and Agent-telephoners receive express commissions amounting to from \$10.00 to \$100.00 per month and in many cases much more. Many of the operators receive commission from Commercial Telegraph Companies, while a few receive commissions for acting as Postmaster in the depots in small communities. Many are furnished house rent free, and in other cases fuel, light, water, ice and other supplies and in many cases, the railroads handle free in baggage cars family supplies for telegraphers located at isolated stations.

Mention is made by the representatives of the telegraphers of the high rate of \$6.00 per day paid for common labor by the award of the Bituminous Coal Commission. It is well known that a compelling argument in favor of this high rate was the fact that laborers about coal mines work only 3 and 4 days per week, seldom as many as 5 days per week, due to lack of cars, railroad accidents, mine accidents, etc., and coal operators for the conduct of their business, calculate on about 200 days as a year's work; whereas the classes of employees covered by the submission of the telegraphers, when regularly employed, are able to work full time.

With regard to vacations. When Supplement No. 13 was issued, placing the compensation of this class of employees on the hourly basis, it abolished vacations but granted in lieu thereof an increase of 2 cents per hour to all employees. Therefore those employees who were not being granted vacations received an extra 2 cents per hour, while those who were being granted vacations received the 2 cents per hour in lieu of vacation.

In regard to time and one-half for Sundays and holiday work: There is certain work that must be performed by this class of employees on Sundays and holidays as long as Sunday train service is required and your attention is invited to what the Director General said on that subject in Supplement No. 13 to General Order No. 27, which reads:

"In reaching the conclusions upon which this order is based, I have given special consideration to the problem presented of work on Sundays and holidays. I am in full sympathy, as every reasonable man must be, with the natural desire of the employees to be released from Sunday and holiday labor as far as possible. Not only are employees the better for such periods of rest and recreation, but they naturally prefer for that purpose Sundays and holidays, because all the habits of our people are so adjusted that rest and recreation are more feasible and satisfactory on those days than on other days.

"I am satisfied that in the past there has been a great deal of unnecessary work on Sundays and holidays, and that methods can and must be adopted to confine such work in the future to what is necessary. At the same time we must face the fact that the entire public expects the railroads to be operated on Sundays and holidays, as well as on other days; hence it is impossible to adopt any plan which will eliminate Sunday and holiday labor.

"This order which I am promulgating will, in itself, go far towards eliminating Sunday and holiday work wherever practicable, and towards reducing such work where it can not be eliminated to the fewest number of hours. This will result from the fact that hereafter all such work will be paid on an hourly basis instead of on a monthly basis, as has been true in the past to a considerable extent. Therefore, the employing officer will realize that he must pay additionally for every hour of Sunday and holiday work, and his anxiety to prevent unnecessary expense will be a strong inducement to eliminate unnecessary work on those days. I regard this as a great step forward, and I believe I am justified in expecting that it will bring about a marked reduction in Sunday and holiday work of an avoidable character.

"I propose to supplement this action by definite orders that a special study must be made for the purpose of eliminating Sunday and holiday work wherever practicable and, where it cannot be eliminated, of minimizing it to the fewest number of hours. I believe the special effort which will consequently be made in this direction will, coupled with the strong inducement arising from the new basis of payment, bring about an early and substantial reform in this important matter.

"Employees who have heretofore had to work on Sundays and holidays will get through this order a direct compensation for that condition, by reason of the fact that their hourly rates of pay in the future will be, to a large extent, substantially increased, as, from an examination of Article I, it will be seen that in determining the hourly wage a divisor of 306 days has been used, which will, in a large measure, compensate for punitive Sunday and holiday overtime.

"It has not been practicable to adopt a plan for paying a punitive overtime rate for time worked on Sundays and holidays. The object for such punitive allowances is to impose a penalty or punishment for the work to which the allowances attach. In the nature of things, it is unjustifiable to impose such punishment in respect of work which cannot be avoided. Such punitive allowance is not necessary to cause the elimination of such work, or its reduction to a minimum, because that result can and will be brought about by the adoption of the hourly rates and special instructions which will be issued to reduce Sunday and holiday work, where practicable."

This statement of the Director General of Railroads besides pointing out that the payment of time and one-half for Sunday and holiday work would be paying a penalty for service which the railroad cannot avoid, on account of the public demand, also shows that the employees have already been given additional compensation for this service because of the method employed in Supplement No. 13 of arriving at the hourly rate.

This Supplement in establishing an hourly rate of pay in lieu of a monthly rate divided the annual wages by 306 days instead of 365 days, thus eliminating Sundays and holidays; the daily rate thus reached was divided by 8 to arrive at the hourly rate, whereas the former hours of service were in many cases 9 to 12 hours and notwithstanding the former rates were based on these long hours. This method not only increased the hourly rates for Sundays and holidays, but increased the hourly rates for all other days of the year to the same extent. Thus, in effect, these employees are already paid for Sunday and holiday work, and if they work Sunday and holidays they, in effect, receive double payment.

The following is a statement for the classes of employees covered by the telegraphers submission showing:

Rate in 1915, Present Rate, Rate Requested.

Requested rate increase over present rates, amount and per cent.

Requested rate increase over 1915 rates, amount and per cent.

The 1915 rate was arrived at by taking the present rate less 58% as the telegraphers submission shows that Supplement No. 13 granted an average of 58% increase (except in such cases where the actual 1915 rate is shown).

TELEGRAPHERS

Statement showing hourly rates of employees covered by presentation of Order of Railroad Telegraphers, 1915, and present, and rates requested; also increase of requested rates over rates paid in 1915 and present.

POSITION	RATES OF PAY			INCREASE			
	1915	Present	Request	Requested Rates Over Present		Requested Rates Over 1915	
				Amount	Per cent	Amount	Per cent
Station Agent paid on monthly basis	.....	.....	.....	\$60.00	.....	.....	.....
Station Agent paid \$30 to \$40 per month, January 1, 1918.....	14.71c 19.61	48.00c	65.00c	17.00c	35.	50.29c 45.39	342. 231.
Station Agent paid \$40.01 to \$50 per month, January 1, 1918.....	19.65 24.50	48.00	67.00	19.00	40.	47.35 42.50	241. 173.
Station Agent paid \$50.01 to \$57.50 per month, January 1, 1918.....	24.51 28.18	48.00	69.00	21.00	44.	44.49 40.82	181. 145.
Station Agent paid \$57.51 to \$67.30 per Month, January 1, 1918.....	28.18 32.99	48.00	72.00	24.00	50.	43.82 39.01	155. 118.
Station Agent.....	30.54 32.91	48.25 to 52.00	77.00	28.75 25.00	60. 48.	46.46 44.09	152. 134.
Station Agent.....	33.17 34.81	52.25 to 55.00	80.00	27.75 25.00	53. 45.	46.83 45.19	141. 130.
Station Agent.....	34.97 35.92	55.25 to 56.75	82.00	26.75 25.25	48. 44.	47.03 46.08	134. 128.
Station Agent.....	36.08 37.90	57.00 to 60.00	87.00	30.00 27.00	53. 45.	50.92 49.10	141. 130.
Station Agent.....	38.13 41.14	60.25 to 65.00	92.00	31.75 27.00	53. 42.	53.87 50.86	141. 124.
Station Agent.....	41.29 44.20	65.25 to 70.00	97.00	31.75 27.00	49. 39.	55.71 52.80	135. 119.
Station Agent.....	44.46 47.47	70.25 to 75.00	\$1.02	31.75 27.00	45. 36.	57.54 54.53	129. 115.
Station Agent.....	47.63 50.63	75.25 to 80.00	1.07	31.75 27.00	42. 34.	59.37 56.37	125. 111.
Station Agent.....	50.79 53.80	80.25 to 85.00	1.12	31.75 27.00	40. 32.	61.21 58.20	120. 108.
Station Agent.....	54.08 56.96	85.25 to 90.00	1.17	31.75 27.00	37. 28.	62.92 60.04	116. 105.

TELEGRAPHERS—Continued

POSITION	RATES OF PAY			INCREASE			
	1915	Present	Request	Requested Rates Over Present		Requested Rates Over 1915	
				Amount	Per cent	Amount	Per cent
Station Agent.....	57.12c 60.13	90.25c to 95.00	\$1.22	31.75c 27.00	35. 28.	64.88c 61.87	113. 103.
Station Agent.....	60.28 63.29	95.25 to \$1.0000	1.27	31.75 27.00	33. 27.	66.72 63.71	110. 101.
Station Agent.....	63.45 66.46	1.0025 to 1.0500	1.32	31.75 27.00	32. 26.	68.55 65.54	108. 99.
Station Agent.....	66.61 69.68	1.0525 to 1.1000	1.37	31.75 27.00	30. 25.	70.39 67.32	106. 97.
Station Agent.....	69.79 72.85	1.1025 to 1.1500	1.42	31.75 27.00	29. 23.	72.21 69.15	103. 95.
Station Agent.....	72.94 76.07	1.1525 to 1.2000	1.47	31.75 27.00	28. 22.	74.06 70.93	102. 93.
Station Agent.....	76.10 79.11	1.2025 to 1.2500	1.52	31.75 27.00	26. 22.	75.90 72.89	100. 94.
Station Agent.....	79.27 82.28	1.2525 to 1.30	1.57	31.75 27.00	25.35 20.77	77.73 74.72	98.06 90.81
Station Agent.....	82.44 85.44	1.3025 to 1.35	1.62	31.75 27.00	24.38 20.00	79.56 76.56	96.51 89.61
Station Agent.....	85.60 88.61	1.3525 to 1.40	1.67	31.75 27.00	23.48 19.29	81.40 78.39	95.09 88.47
Agent Telegraphers { Agent Telephoners {	30.38 32.91	48.00 to 52.00	77.00c	29.00 25.00	60.42 48.08	46.62 44.09	153.46 133.97
Agent Telegraphers { Agent Telephoners {	33.07 34.81	52.25 to 55.00	80.00	27.75 25.00	53.11 45.46	46.93 45.19	141.91 129.82
Agent Telegraphers { Agent Telephoners {	34.97 35.92	55.25 to 56.75	82.00	26.75 25.25	48.42 44.49	47.03 46.08	134.49 128.29
Agent Telegraphers { Agent Telephoners {	36.08 37.97	57.00 to 60.00	87.00	30.00 27.00	52.63 45.00	50.92 49.03	141.13 129.13
Agent Telegraphers { Agent Telephoners {	38.13 41.14	60.25 to 65.00	92.00	31.75 27.00	52.70 41.54	53.87 50.86	141.28 123.63
Agent Telegraphers { Agent Telephoners {	41.30 44.30	65.25 to 70.00	97.00	31.75 27.00	48.66 38.57	55.70 52.70	134.87 118.96
Agent Telegraphers { Agent Telephoners {	44.46 47.47	70.25 to 75.00	\$1.02	31.75 27.00	45.20 36.00	57.54 54.53	129.42 114.87
Agent Telegraphers { Agent Telephoners {	47.63 50.63	75.25 to 80.00	1.07	31.75 27.00	42.19 33.75	59.37 56.37	124.65 111.34

TELEGRAPHERS—Continued

POSITION	RATES OF PAY			INCREASE			
	1915	Present	Request	Requested Rates Over Present		Requested Rates Over 1915	
				Amount	Per cent	Amount	Per cent
Agent Telegraphers {	50.79c	80.25c	\$1.12	31.75c	39.56	61.21c	120.52
Agent Telephoners {	53.80	to 85.00		27.00	31.76	58.20	108.18
Agent Telegraphers {	53.96	85.25	1.17	31.75	37.24	63.04	116.83
Agent Telephoners {	56.96	to 90.00		27.00	30.00	60.04	105.41
Agent Telegraphers {	57.12	90.25	1.22	31.75	35.18	64.88	113.59
Agent Telephoners {	60.13	to 95.00		27.00	28.42	61.87	102.89
General Office.....	34.18 37.97	54.00 to 60.00	.97c	43.00 37.00	79.63 61.67	62.82 59.03	183.79 155.46
General Office.....	38.13 39.72	60.25 to 62.75	\$1.02	41.75 39.25	69.29 62.55	63.87 62.28	167.51 156.80
General Office.....	39.87 41.14	63.00 to 65.00	1.07	44.00 42.00	69.84 64.62	67.13 65.86	168.37 160.09
General Office.....	41.30 53.80	65.25 to 85.00	1.12	46.75 27.00	71.65 31.76	70.70 58.20	171.19 108.18
General Office.....	53.96 60.13	85.25 to 95.00	1.17	31.75 22.00	37.24 23.16	63.04 56.87	116.83 94.58
Managers and Wire Chiefs.....	38.13 39.72	60.25 to 62.75	1.02	41.75 39.25	69.29 62.55	63.87 62.28	167.51 156.80
Managers and Wire Chiefs.....	39.87 41.14	63.00 to 65.00	1.07	44.00 42.00	69.84 64.62	67.13 65.86	168.37 160.09
Managers and Wire Chiefs.....	41.30 53.80	65.25 to 85.00	1.12	46.75 27.00	71.65 31.76	70.70 58.20	171.19 108.18
Managers and Wire Chiefs.....	53.96 60.13	85.25 to 95.00	1.17	31.75 22.00	37.24 23.16	63.04 56.87	116.83 94.58
Wire Chiefs.....	34.18 37.97	54.00 to 60.00	.92c	38.00 32.00	70.37 53.33	57.82 54.03	169.16 142.30
Wire Chiefs.....	38.13 39.72	60.25 to 62.75	.97	36.75 34.25	61.00 54.58	58.87 57.28	154.39 144.21
Wire Chiefs.....	39.87 41.14	63.00 to 65.00	\$1.02	39.00 37.00	61.90 56.92	62.13 60.86	155.83 147.93
Wire Chiefs.....	41.30 53.80	65.25 to 85.00	1.07	41.75 22.00	63.98 25.88	65.70 53.20	159.08 98.88
Wire Chiefs.....	53.96 60.13	85.25 to 95.00	1.12	26.75 17.00	31.38 17.89	58.04 51.87	107.56 86.26
Telegraphers and Telephoners.....	30.38 32.91	48.00 to 52.00	.77c	29.00 25.00	60. 48.	46.62 44.09	153. 134.

TELEGRAPHERS—Continued

POSITION	RATES OF PAY			INCREASE			
	1915	Present	Request	Requested Rates Over Present		Requested Rates Over 1915	
				Amount	Per cent	Amount	Per cent
Telegraphers and Telephoners.....	33.07c 34.81	52.25c to 55.00	.82c	29.75c 27.00	57. 49.	48.93c 47.19	145. 136.
Telegraphers and Telephoners.....	34.97 37.97	55.25 to 60.00	.87	31.75 27.00	59. 45.	52.03 49.03	149. 129.
Telegraphers and Telephoners.....	38.13 39.72	60.25 to 62.75	.92	31.75 29.25	53. 47.	53.87 52.28	141. 132.
Telegraphers and Telephoners.....	39.87 41.14	63.00 to 65.00	.97	34.00 32.00	56. 49.	57.13 55.86	143. 136.
Telegraphers and Telephoners.....	41.30 53.80	65.25 to 85.00	\$1.02	36.75 17.00	56. 20.	60.70 48.20	145. 90.
Division or Superintendent's Office...	30.38 34.65	48.00 to 54.75	.77c	29.00 22.25	60. 41.	46.62 42.35	153. 122.
Division or Superintendent's Office...	34.81 37.82	55.00 to 59.75	.82	27.00 22.25	49. 37.	47.19 44.18	136. 117.
Division or Superintendent's Office...	37.97 40.98	60.00 to 64.75	.87	27.00 22.25	45. 34.	49.03 46.02	129. 112.
Division or Superintendent's Office...	41.14 44.15	65.00 to 69.75	.92	27.00 22.25	42. 32.	50.86 47.85	123. 108.
Division or Superintendent's Office...	44.30 47.31	70.00 to 74.75	.97	27.00 22.25	39. 30.	52.70 49.69	120. 105.
Division or Superintendent's Office...	47.47 50.47	75.00 to 79.75	\$1.02	27.00 22.25	35. 28.	54.53 51.53	136. 102.
Division or Superintendent's Office...	50.63 53.64	80.00 to 84.75	1.07	27.00 22.25	34. 26.	56.37 53.36	111. 99.
Yard and Terminal Office.....	30.32 31.65	48.00 to 50.00	.74c	26.00 24.00	54. 48.	43.68 42.35	144. 134.
Yard and Terminal Office.....	31.80 34.65	50.25 to 54.75	.77	26.75 22.25	53. 41.	45.20 42.35	142. 122.
Yard and Terminal Office.....	34.81 37.82	55.00 to 59.75	.82	27.00 22.25	49. 37.	47.19 44.18	136. 117.
Yard and Terminal Offices.....	37.97 40.98	60.00 to 64.75	.87	27.00 22.25	45. 34.	49.03 46.02	129. 112.
Yard and Terminal Offices.....	41.14 44.15	65.00 to 69.75	.92	27.00 22.25	42. 32.	50.86 47.85	123. 108.
Yard and Terminal Offices.....	44.30 47.31	70.00 to 74.75	.97	27.00 22.25	39. 30.	52.70 49.69	120. 105.

TELEGRAPHERS—Continued

POSITION	RATES OF PAY			INCREASE			
	1915	Present	Request	Requested Rates Over Present		Requested Rates Over 1915	
				Amount	Per cent	Amount	Per Cent
Yard and Terminal Offices.....	47.47c 50.47	75.00c to 79.75	\$1.02	27.00c 22.25	35. 28.	54.53c 51.53	136. 102.
Telegraphers, Telephoners, Tower- men, Block Operators, Staffmen and Printers.....	30.38 32.91	48.00 to 52.00	.75c	27.00 22.00	56. 41.	43.62 41.09	144. 125.
Telegraphers, Telephoners, Tower- men, Block Operators, Staffmen and Printers.....	33.07 34.81	52.25 to 55.00	.77	24.75 22.00	47. 40.	43.93 42.19	133. 121.
Telegraphers, Telephoners, Tower- men, Block Operators, Staffmen and Printers.....	34.97 35.92	55.25 to 56.75	.80	24.75 23.25	42. 40.	45.03 44.08	129. 123.
Telegraphers, Telephoners, Tower- men, Block Operators, Staffmen and Printers.....	36.08 37.90	57.00 to 60.00	.82	25.00 22.00	44. 37.	45.92 44.10	127. 116.
Telegraphers, Telephoners, Tower- men, Block Operators, Staffmen and Printers.....	38.13 41.14	60.25 to 65.00	.87	26.75 22.00	44. 34.	48.87 45.86	128. 111.
Telegraphers, Telephoners, Tower- men, Block Operators, Staffmen and Printers.....	41.29 44.20	65.25 to 70.00	.92	26.75 22.00	41. 31.	50.71 47.80	123. 108.
Telegraphers, Telephoners, Tower- men, Block Operators, Staffmen and Printers.....	44.46 47.47	70.25 to 75.00	.97	26.75 22.00	38. 29.	52.54 49.53	118. 104.
Telegraphers, Telephoners, Tower- men, Block Operators, Staffmen and Printers.....	47.63 50.63	75.25 to 80.00	\$1.02	26.75 22.00	37. 27.	54.37 51.37	113. 101.
Tower and Train Directors.....	30.38 37.97	48.00 to 60.00	.87c	39.00 27.00	81. 45.	56.62 49.03	186. 129.
Tower and Train Directors.....	38.13 44.30	60.25 to 70.00	.92	31.75 22.00	53. 31.	53.87 47.70	141. 108.
Tower and Train Directors.....	44.46 46.20	70.25 to 73.00	.97	26.75 24.00	38. 34.	52.54 50.80	118. 110.
Tower and Train Directors.....	46.36 49.84	73.25 to 78.75	\$1.02	28.75 23.25	39. 30.	55.64 52.16	120. 105.
Tower and Train Directors.....	50.00 53.80	79.00 to 85.00	1.07	28.00 22.00	35.44 25.88	57.00 53.20	114. 98.88
Tower and Train Directors.....	53.96 56.96	85.25 to 90.00	1.12	26.75 22.00	31.38 24.44	58.04 55.04	107.56 96.63
Tower and Train Directors	57.12 60.13	90.25 to 95.00	1.17	26.75 22.00	29.64 23.16	59.88 56.87	104.83 94.58

PRESENTATION COVERING PROPOSAL OF SIGNALMEN

The request submitted by President Helt of the Brotherhood Railroad Signalmen of America to the Labor Board in Washington on May 3, 1920, proposes: **first**, an increase in the hourly rates of pay for positions named in the agreement entered into with their organization by the Director General of Railroads, effective February 1, 1920, and **second**, to establish hourly rates for positions which were not included in said agreement; namely, signal inspectors, general foremen and signal foremen whose present monthly rates were determined during Federal control by the Federal Managers of the individual railroads and approved by the Regional Directors, which was the same procedure as followed in determining rates for supervisory officials in all departments.

The fundamental principle involved in the request of the Brotherhood to represent signal inspectors, general foremen and signal foremen prompts us to present facts in this connection before discussing the requested increase of hourly rates of positions which were included in the agreement between the Director General and the Brotherhood Railroad Signalmen of America, effective February 1, 1920, and in effect during Federal operation.

The order of the Interstate Commerce Commission, dated Washington, March 23, 1920, entitled "Regulations designating the classes of employees that are to be included within the term 'subordinate official' under Title III. of the Transportation Act, 1920" reads in this connection as follows as to these classes:

"(5) The term 'subordinate official' includes officials of carriers of such class or rank as the Commission shall designate by regulation formulated and issued after such notice and hearing as the Commission may prescribe, to the carriers, and employees and subordinate officials of carriers, and organizations thereof, directly to be affected by such regulations.

"Public hearing having been had on March 15, 1920, 'for the purpose of determining what classes of officials of carriers shall be included within the term 'subordinate official,' as that term is used in Sections 300 to 313, both inclusive, of said Transportation Act 1920,' the Commission prescribes that the term 'subordinate official' as used in said portions of said Act shall include the following:

* * * * *

"Foremen. This class shall include foremen of mechanics, shops, tracks, bridges, etc., who are not vested with authority to employ, discipline or dismiss subordinates.

* * * * *

"Supervisors of signals. This class shall include those men who are employed as supervisors of signals with rank below the grade of assistant supervisor of signals."

* * * * *

The foregoing order definitely precludes consideration of that part of the organization's submission relating to signal inspectors, general foremen and signal foremen who are vested with authority to employ, discipline or dismiss subordinates.

It is realized that the compensation of those in charge of other employees should carry a proper differential above the earnings of those whom they employ and whose work they supervise. Efficient operation and the maintenance of proper discipline demands (as is recognized in the order of the Interstate Commerce Commission referred to above) that those vested with authority to employ, discipline or dismiss subordinates shall not be represented by the organization which also represents the employees reporting to them.

The supervisory duties of signal inspectors, general foremen and signal foremen makes it impossible to assign regular hours of service as a considerable portion of their time is spent on trains and their hours of service are generally as variable as those of a train master, supervisor of signals, supervisor of track and other supervisory officials which require adjustment of hours to meet the requirements of the service. This manifestly makes it necessary to pay these employees a monthly salary to cover all service performed and it would be inconsistent to pay them on any other basis.

We submit, therefore, that the regulations designating the classes of employees that are to be included within the term "subordinate official" under Title III of the Transportation Act 1920, confines the consideration by your Board to that portion of the request of the Brotherhood Railroad Signalmen of America in sections numbered 1, 2 and 3; assistant foremen and gang foremen in section 4; assistant foremen, leading maintainers and leading signalmen in section 5, and the last two paragraphs of section 6. The request eliminating the positions of signal inspectors, general foremen, and signal foremen would, therefore, read as follows:

"(1) For all signalmen and signal maintainers establish a minimum rate of 85 cents per hour.

"(2) For all signal department helpers (including lampmen, so classified, who are now employed in the signal department) establish a minimum hourly rate of 60 cents per hour.

"(3) Assistant signalmen and assistant signal maintainers shall receive the helper's minimum hourly rate for the first six months, with an increase of two cents each six months thereafter until they have served four years.

"(4) Assistant foremen and gang foremen (leaders) shall be paid on an hourly basis and receive the same overtime compensation as is paid signalmen and signal maintainers.

"(5) Assistant signal foremen to be paid a minimum hourly rate of 90 cents per hour.

Leading maintainers and leading signalmen shall be paid a minimum hourly rate of 90 cents per hour.

"(6) The above rates are not to be applied in such a manner as to reduce present rates of pay.

"The rates herein specified to be effective on January 1, 1919, and to be augmented to the extent that the cost of living has increased since January 1, 1919; for the purpose of application this percentage shall be reduced to its equivalent in cents per hour or decimal parts thereof.

"These rates of pay to be incorporated in the National Agreement negotiated by the Brotherhood Railroad Signalmen of America, effective February 1, 1920."

The foregoing is presented in order to clearly place before you that, under the provisions of the order of the Interstate Commerce Commission, certain positions included in the request of the employees cannot be given consideration by your Board, and our remarks on the following pages are confined to a discussion of the Brotherhood's request, after eliminating therefrom said positions of signal inspectors, general foremen and signal foremen.

Discussion of the Seven Points to be taken into Consideration as Mentioned in Section 307 (d)
of the Transportation Act 1920

The Brotherhood in its presentation has attempted to prove that the requested increases are justified and the following facts should, in our opinion, be taken into consideration when analyzing their request.

(1) The Scales of Wages Paid for Similar Kinds of Work in Other Industries •

It is contended by the Brotherhood that signal department employees are a composite of at least four of the respective shop crafts and that the question of wages for similar kinds of work in other industries, as submitted by the shop crafts organization, will apply in the case of signal department employees.

Few men are skilled in more than one trade and there is no work in other industries which is directly comparable with that of signal department employees, the majority of whom have been trained only in signal work, although a comparatively small number are qualified to perform the work of some one of the basic trades. This is discussed more in detail under the heading "The training and skill required."

(2) The relations between wages and the cost of living:

Exact figures showing the increases in rates per hour and in the earnings of signal department employees are not available at this time, but pending the completion of the data now being prepared, we estimate (and we believe conservatively) that because of their classification under Supplement No. 4 to General Order No. 27 the rates per hour for signal maintainers and signalmen have been increased from 130 to 160 per cent over the rates of October 1915, and their earnings per month have increased from 100 to 135 percent during the same period. Between these dates the hourly rate of pay of helpers increased from 110 to 160 percent and their earnings per month increased from 90 to 135 percent.

During 1915 and prior to Federal control these employees generally worked ten hours per working day as compared with the present basic eight hour day.

The data submitted to your Board indicates that the percentage increase in the cost of living has been less than the percentage of increases granted to these employees since 1915, and it is apparent, therefore, that the increase in the cost of living cannot be consistently urged as a reason for increasing their present rates of pay.

(3) The Hazards of the Employment:

The work in the signal department is not regarded as a particularly hazardous occupation by the insurance companies when compared with other branches of railroad work, and signal department employees are classified as of about the same hazard of employment as section foremen and sectionmen and of a less hazard than that of those engaged in the maintenance of bridges, structures, telegraph and telephone lines.

The Brotherhood's submission calls particular attention to liability of signal department employees to injury from electrical shock. There is, so far as we know, no available authentic data on this subject. The following general statements are presented for the information of your Board in this connection.

The liability to serious injury from electrical shock because of low voltage signal wires being accidentally crossed with high tension commercial wires is remote because the safe operation of signal systems demands that such crosses shall be protected against so far as possible and the systems are so designed and installed as to provide this protection. The liability of such crosses has been greatly reduced during the past ten years because of the improved construction of power lines paralleling and crossing railroad rights of way; this improvement having been brought about by the requirements of the railroads and state public service commissions in co-operation with the power companies and in the interest of public safety and uninterrupted power supply. At no time has the hazard of handling low voltage signal wires been great and it is less now than ever before.

The power transmission lines supplying current for the operation of alternating current signal systems (as distinguished from the low voltage direct current systems referred to above) are as carefully designed and installed as those used in the best high tension power lines. Means are provided by which employees may cut off the current from the high tension lines when it is necessary to work on them. The comparatively few cases of serious injury and death, of which we have knowledge, due to electrical shock to employees engaged in the maintenance of the power lines of alternating current signal systems have been due to the employees' entire disregard of instructions and failure to use the apparatus installed for their protection. The circuits directly connected to and operating the signal apparatus including the track circuits (as distinguished from the power lines), are of low voltage and carry lighter currents than used in ordinary house lighting systems and the handling of these wires cannot, therefore, be considered hazardous.

(4) The Training and Skill Required:

Mr. Helt for the Brotherhood has stated in explaining how men for signal work were formerly secured (see page 1139 of the proceedings):

"It has developed through investigation that 70 percent of the signal mechanics today were skilled craftsmen prior to their taking positions in the signal department. They are required to have a working knowledge of machinist, blacksmith, sheet metal work, electrical work and carpentry."

and in explaining the maintenance organization (see page 1160 of the proceedings):

"All of the most responsible positions in this, as in other railroad work, are filled by promotion from lower grades. In recruiting the signal maintenance force, the first position to be considered is that of lampmen on sections or road where oil lamps are used to light the signals at night. The candidate is selected and examined not alone with reference to his ability to carry an oil can or to trim wicks so that they will surely burn without failure during the 144 hours a lamp is expected to burn, but also with particular regard to health, strength, moral character, education and ambition, that he will constitute good material for promotion to assistant maintainer and subsequently to maintainer, foreman and inspector. Young men who have been brought up in the villages or on the farms adjacent to the road are, unquestionably, the most satisfactory material. As a matter of fact, a considerable percentage of the men now in the service of the signal department are sons of older employees of the road, such as locomotive runners, conductors, agents and shop foremen."

It is difficult to reconcile these two statements, but it is true that a large majority of signalmen and signal maintainers entered the service of a railroad as unskilled employees and have secured their training and experience while in the employ of a railroad and have not been recruited from the crafts. They are distinctly "signalmen" and the work in the signal department does not require that an apprenticeship should have been served in any one of the basic trades, although a comparatively small number are qualified as blacksmiths, carpenters or electricians. The term "composite mechanic" was absolutely unknown among signalmen prior to the issuance of Supplement No. 4 and its interpretations.

The employees under discussion are qualified signalmen and have a standing as such. It is not our desire to detract from the ability or experience necessary to qualify a signalman or signal maintainer, but we cannot subscribe to statements which would attempt to justify qualifying any man under the requirements of four or five crafts even though he may have a fair knowledge of the work of one craft and a smattering knowledge of work performed by men in other crafts.

Exhibits B, C and D submitted by the Brotherhood represent questions which they claim are the bases of examinations to determine the fitness of signal department employees for promotion on the respective railroads; namely, Pennsylvania Railroad, New York Central Railroad West of Buffalo, and the Delaware, Lackawanna & Western Railroad.

It is customary in all branches of railroad service to determine the qualifications of an employee, and it is the practice in the signal departments of the roads mentioned, to supply the employees with books of rules and information which, with their practical experience, will, with reasonable application, qualify them to pass the examinations. It appears entirely reasonable that the railroad should determine if the information which has been furnished or should have been gained during the employee's experience in a position, has qualified him for a promotion. It will be noted that none of these questions have to do with schooling or training prior to entering the service of the particular railroad.

(5) The Degree of Responsibility

The degree of responsibility of signal department employees varies greatly and prior to the standardization of practically all rates of pay during Federal control, the relative responsibility of various positions was taken into consideration when determining the rates of pay.

Signal apparatus is designed and installed, so far as possible, to insure that a failure of the apparatus will not bring about an unsafe operating condition. It is, of course, possible, through carelessness or ignorance, for a signal department employee to make mistakes which may lead to an accident, but we submit that on the whole the "signal maintainer" carries no more responsibility than the section foreman and the "signalman" carries no more responsibility than does the maintenance of way mechanic engaged in the construction, maintenance and repair of bridges and culverts.

(6) The Character and Regularity of the Employment

A very large percentage of signal department employees (at the present time practically all of them) are in the permanent maintenance organization and are assured continuous employment throughout the year regardless of seasons, the general business situation or the amount of traffic handled. The small percentage of signal department employees outside of the permanent organization are usually construction men whose employment may be intermittent as is usual with any construction force but from whose ranks are very often drawn the men for the permanent organization. All employees engaged in maintenance and practically all engaged in construction work earn a minimum monthly wage based on eight hours per working day and the majority of these employees earn considerable overtime.

(7) Inequalities of increases in wages or of treatment, the result of previous wage orders or adjustments.

The statement submitted by the Brotherhood reads (page 1171 of the proceedings):

"Signal Department employees were working under the provisions of Supplement No. 4, which, in our judgment, inflicted upon the signal department employees a gross injustice because of the classification set up under the caption of electrical workers."

and they give reasons for requesting the abolishment of the second class classification as set forth in Section 5-A, Article 1 of Supplement No. 4 to General Order No. 27.

The organization has attempted to point out inequalities of increases granted various signal department employees, but they have submitted no comparison with the increases granted other employees in the maintenance of way department in which department they are now and have for years been employed.

The following is presented with the thought of placing before the Board as concisely as possible, information in regard to the rates of pay of signal department employees: (a) rates of pay prior to Federal control, (b) present rates of pay, and (c) increases requested by the Brotherhood.

Rates of pay prior to Federal control:

The signal departments of the railroads are usually under the jurisdiction of the head of the maintenance of way department, and prior to Federal control the rates of pay were generally in keeping with those of other employees in the maintenance of way department. There was on each line a "going" rate for each signal department position with slight differentials above these rates for positions requiring special training or to compensate employees for higher living costs in certain localities.

It is not possible, until data which is now being prepared has been completed, to present exact figures as to the rates of pay of all signal department employees prior to Federal control. The signal maintainers on representative roads entering the Chicago territory were, during the latter part of 1915, paid from seventy to ninety dollars per month, the majority receiving approximately eighty dollars. The rate for helpers at that time ranged from forty-five to sixty-five dollars per month, the majority receiving approximately sixty dollars. These monthly rates were generally full compensation for all work performed during the month, no extra allowance being paid for service performed outside of regular working hours. Signalmen and helpers in the **construction or maintenance gangs** were usually paid hourly rates which would generally give slightly higher earnings than those of monthly paid signal maintainers and their helpers. The rates of pay for assistant signalmen and assistant signal maintainers were below the rates for signalmen and maintainers and above the helper's rate, but these titles were not generally used until after the issuance of the agreement between the Director General and the Brotherhood Railroad Signalmen, although men performing similar duties were generally employed.

Present Rates of Pay:

The present rates of pay for employees in the signal department as named in the agreement signed by the Director General and effective February 1, 1920, were established by General Order No. 27, Supplement No. 4 thereto its addenda and interpretations, and Supplement No. 28, issued by the Director General on February 25, 1920 and effective February 1, 1920.

Increases in Rates of Pay Requested by the Brotherhood:

Two hourly rates are now in effect for signalmen and signal maintainers; namely 68 and 72 cents per hour. Information is not available as to the relative number of these employees paid the two rates, but the 72 cent rate predominates and it is conservatively estimated that the average rate for the railroads as a whole is between 70 and 71 cents per hour. The rate of 85 cents requested therefore represents an average increase of at least 14 cents or approximately 20%.

The helpers' rate is at present 49 cents per hour and the requested rate of 60 cents represents an increase of 11 cents per hour or more than 22%.

The base rate for assistant signalmen and assistant signal maintainers is at present 49 cents per hour and the requested rate of 60 cents therefore, as in the case of helper, represents an increase for the first six months of service of 11 cents per hour or more than 22%. The increase of two cents per hour for each six months of service does not change the scale of pay now in effect.

The agreement between the Director General and the Brotherhood, effective February 1, 1920, reads: "The hourly rate of a leading signal maintainer, gang foreman or leading signalman will be five (5) cents per hour above the established hourly rate of the signal maintainers or signalmen of the class supervised." These employees therefore receive 73 or 77 cents per hour. The 77 cent rate predominates and it is fair to estimate that the average rate is between 75 and 76 cents. The requested rate of 90 cents per hour therefore represents an increase of not less than 14 cents per hour or more than 18%.

The completion of data now being prepared will make it possible to show the rates of pay and earnings of employees of October, 1915, October, 1917 and March, 1920. The increase granted signal department employees since 1915, because of their classification under Supplement No. 4, with its supplements and interpretations, has been materially greater than that granted section foremen, bridge and building foremen and mechanics in the maintenance of way department who are being paid under the provisions of Supplement No. 8 with its supplements and interpretations.

The rates of pay for mechanics in the locomotive and car departments were higher than the rates for signal maintainers and signalmen prior to Federal control. The base rate for these mechanics and signalmen is now the same; namely 72 cents per hour, although a certain number of signal maintainers and signalmen are paid 68 cents per hour under Supplement No. 28 which was effective February 1, 1920. It is apparent, therefore, that the increase either in percentage or in cents per hour granted signal department employees has been greater than granted mechanics in the locomotive and car departments during the same period.

The organization contends that the 68 cent rate for signalmen and signal maintainers established under Supplement No. 28 should be abolished and that all such employees shall be paid a uniform rate. We agree that the dividing line established in Supplement No. 4; namely 240 volts, was inconsistent and the application of Section 5 and 5-A of Article I of Supplement No. 4 to General Order No. 27, and the conflicting decisions which have been rendered since its first application have brought about inconsistencies and irregularities.

CONCLUSIONS

The following conclusions were reached after giving the subject most careful and sympathetic consideration and are supported by the facts presented in the foregoing statement.

1st. The order of the Interstate Commerce Commission dated March 23, 1920, defines "subordinate official" under Title III of the Transportation Act of 1920 and we submit that it eliminates possibility of action on the part of your Board in connection with that portion of the Brotherhood's request referring to signal inspectors, general foremen and signal foremen. The Brotherhood's submission also includes assistant signal foremen, gang foremen, leading signalmen and leading signal maintainers who, we agree, may be correctly classified as "subordinate officials" under the Transportation Act 1920 and the order of the Interstate Commerce Commission because they are not usually "vested with authority to employ, discipline or dismiss subordinates."

2nd. We agree that the two basic rates now paid signalmen and signal maintainers are not justified.

3rd. The statement of the Brotherhood in support of their request for increases amounting to from 18 to 22 per cent above the rates established during Federal control "effective on January 1, 1919 and to be augmented to the extent that the cost of living has increased since January 1, 1919" does not justify the requested increases in rates, and they have submitted no facts to support either (a) making the request retroactive to January 1, 1919, or (b) the granting of a further increase to the extent that the cost of living has increased since January 1, 1919.

It is interesting to note in this connection that the requests submitted by the Brotherhood Railroad Signalmen of America to individual railroads on or about April 28, 1920, called for a rate of 80 cents per hour for signalmen and signal maintainers, and 50 cents for helpers, as compared with 85 and 60 cents respectively requested before your Board. Exhibits S-1 and S-2 are submitted in support of this statement.

COPY

EXHIBIT S-1

BROTHERHOOD RAILROAD SIGNALMEN OF AMERICA

517 So. Baldwin St.,
Madison, Wis., May 1, 1920

Mr. Wm. Walliser,
Ass't General Manager,
Chicago and Northwestern R. R. Co.

Dear Sir:

I as chairman of the system committee representing the employees of the Signal Department have been authorized to present to you for consideration and approval the agreement as signed by Director General of Railroads, Mr. W. D. Hines, and an authorized committee of the Brotherhood of Railroad Signalmen of America, under date of January 22, 1920, that it with the following revisions may become an agreement between the Brotherhood of Railroad Signalmen of America, and the Chicago and Northwestern R. R. Co.

REVISION NO. 1 RATE OF PAY

- (a) For signalmen and Signal Maintainers establish a minimum rate of 80 cents per hour.
- (b) For all Signal Department Helpers (including lampmen, so classified, who are now employed in the Signal Department) a minimum hourly rate of 50 cents per hour.
- (c) Assistant Signalmen and Assistant Signal Maintainers shall receive the helpers' minimum hourly rate for the first six months, with an increase of two (2) cents per hour for each additional six months thereafter, in accordance with paragraph B, of Section 3, Article 1, of the Agreement.
- (d) Signal Foreman, Test Men, Maintenance Foreman shall be paid a minimum rate of \$1.00 per hour.
- (e) Assistant Signal Foreman shall be paid a minimum rate of 90 cents per hour.
- (f) Leading Signalmen, Leading Maintainers shall be paid a minimum rate of 85 cents per hour.
- (g) Signal Foreman, Test Men, Maintenance Foreman, Gang Leaders (or foreman), Assistant Foreman shall be paid on an hourly basis and receive the same overtime compensation as that received by Signalmen and Signal Maintainers. The above rate not to be applied so as to reduce the present rates of pay.

COPY

BROTHERHOOD RAILROAD SIGNALMEN OF AMERICA

REVISION NO. 2 RATE OF PAY

- (a) Monthly salaries paid Foreman and other employees in the Supervisory Forces (so called) shall be divided by 204 hours, and if the result be less than the minimum hourly rate above provided for, Signal Foreman, Maintenance Foreman, and Test Men, Gang Foreman Leaders, and Assistant Foreman, then the hourly rates above will apply, however, if the results be greater than the hourly rates above provided, then the hourly rates secured by dividing the monthly rate by 204 hours shall be the hourly rate.

The rates herein specified to be effective as of January 1, 1919, and to be augmented to the extent that the cost of living has increased since January 1, 1919, for the purpose of application, this percentage shall be reduced to its equivalent in cents per hour or decimal parts thereof.

These rates of pay to be incorporated in the Agreement and become a part thereof.

This being in compliance with Title 3, Section 301, of Transportation Act, of 1920, we are desirous of securing a conference with the officials authorized to meet us and dispose of these requirements in accordance with the provisions of the Transportation Act.

A prompt reply to this request, setting the earliest possible date for the conference will be appreciated.

Yours very truly,

(Signed) L. H. Kretlow

Chairman Grievance Committee.

Copy Mr. J. A. Peabody.

**BROTHERHOOD RAILROAD SIGNALMEN OF AMERICA.
VICTORY LOCAL 73.
FORT WAYNE, INDIANA**

Hammond, Ind., April 29, 1920.

Mr. C. E. Denney,
Vice President & General Manager,
New York, Chicago & St. Louis R. R. Co.,
Cleveland, Ohio

Dear Sir:-

The Signal Department employees represented by the Brotherhood Railroad Signalmen of America desire to supplant their original request filed with the Railroad Administration March 11, 1919, for the following reason:

At the time the request was submitted to the Railroad Administration there had been no negotiations upon any feature thereof; however, conferences have since been held and agreements reached upon certain items in the above mentioned request.

The agreement as reached on certain items does not represent the full request of the employees, and it is our sincere desire that a satisfactory conclusion be speedily reached, as the requests as made of the Railroad Administration on March 11, 1919, are now pressing demands; therefore the following request for general increases in rates of pay:

- (1) For all Signalmen and Signal Maintainers establish a minimum hourly rate of 80 cents per hour.
- (2) For all Signal Department Helpers (including Lampmen, so classified, who are now employed in the Signal Department) establish a minimum hourly rate of 50 cents per hour.
- (3) Assistant Signalmen and Assistant Signal Maintainers shall receive the Helpers minimum hourly rate for the first six months, with an increase of two cents per hour each six months thereafter until they have served four years.
- (4) Gang Foremen shall be paid on an hourly basis and receive the same overtime compensation as is paid Signalmen and Signal Maintainers.

- (5) Leading Signal Maintainers and Gang Foremen shall be paid a minimum hourly rate of 85 cents per hour.

- (6) The above rates are not to be applied in such a manner as to reduce present rates of pay.

The rates herein specified to be effective on January 1, 1919, and to be augmented to the extent that the cost of living has increased since January 1, 1919; for the purpose of application this percentage shall be reduced to its equivalent in cents per hour or decimal parts thereof.

These rates of pay to be incorporated in the National Agreement negotiated by the Brotherhood Railroad Signalmen of America, effective February 1, 1920.

It is desired that this request be given prompt attention and decision given to the undersigned Committee within a period of ten days.

Very respectfully submitted,

N. W. Van Osinski.

J. Saunders.

H. C. Bartholomew.

General Committee.

The facts which we have presented, when discussing the seven points which are to be taken into consideration among other relevant circumstances as named in Section 307 (D) of the Transportation Act 1920, show that an increase is not justified under these seven points, singly or collectively, and particularly because the percentage of increase granted this class of employees has been greater than the increase in the cost of living since 1915.

The adoption of a standard wage scale for any branch of railroad service or for any class of employees in any industry, without regard to the particular qualifications of the employees and without giving due consideration to the class of work to be performed and the local living costs and conditions surrounding the employment, cannot be justified and is economically unsound.

An attempt made under Supplement No. 4 to establish two classifications for signal men and signal maintainers and the complications arising from these classifications even after several efforts were made by the Railroad Administration to correct the inconsistencies has proven the fallacy of attempting to generalize in question which require individual consideration.

It is our conclusion, therefore, that certain positions in the signal department justify the payment of a rate in excess of the minimum basic rate, and further, that such differentials can be fairly established for individual positions only after the managing officers of individual railroads have had an opportunity to fully consider the facts in each case. This applies equally to all of the positions which have been under discussion; namely, signal maintainers and signalmen, assistant signal maintainers and assistant signalmen, gang foremen, leading maintainers, leading signalmen and helpers.

4th. The request as submitted to your Board by President Helt of the Brotherhood reads: "These rates of pay to be incorporated in the National Agreement negotiated by the Brotherhood Railroad Signalmen of America effective February 1, 1920."

The agreement to which they refer was signed by the Director General of Railroads on January 22, 1920, and reads in part as follows: "These rules and agreements shall remain in full force and effect during Federal operation unless superseded or amended as herein provided."

The question of incorporating any new rates of pay or other requests in the so-called National Agreements is one which we believe is not properly before your Board at this time, and is not properly a part of the wage questions now under consideration by your Board. We respectfully submit that this question is one of importance separate and distinct from the question of wages and if it comes to your Board in accordance with the provisions of the Transportation Act it should be handled separately in order that due consideration may be given to all its many details and that the railroads should then be given proper opportunity for the presentation of their views.

PRESENTATION COVERING MAINTENANCE OF WAY PROPOSAL

The present wages and working conditions, of this class of employees, were established by the United States Railroad Administration through the issuance of Supplement No. 8 to General Order No. 27, effective September 1, 1918, and its interpretations; and for certain other employees in Round Houses and Shops, now represented by the Maintenance of Way organizations, by Supplement No. 7 to General Order No. 27, effective September 1, 1918, with its subsequent interpretations.

By an agreement between the Director General of Railroads and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers—effective December 16, 1919, and continuing during Federal control—certain additional or modified rules were established for certain specified employees which increased the earnings of these men.

WAGES

Supplement No. 8 divided Maintenance of Way employees into nine general groups and established methods of granting increases for each.

Article 1, Section (a), established for Foremen (except Track Foremen) a basic minimum rate of \$90.00 per month to which, and to all rates in excess thereof as of January 1, 1918, prior to the application of General Order No. 27, \$25.00 was added to make a minimum of \$115.00.

Article I, Section (b), established for the Assistant Foreman (except Assistant Track Foreman) a basic minimum rate of \$80.00 per month, to which (similarly) \$25.00 was added to make a new minimum of \$105.00.

Article I, Section (c), established for Track Foreman (similarly) a basic minimum rate of \$75.00 to which \$25.00 was added to make a new minimum of \$100.00.

Article I, Section (d), established for Assistant Track Foreman a rate of five (5) cents per hour above the laborers rate.

Article I, Section (e), established in a similar manner for mechanics (except where provided for in Supplement No. 4) a basic minimum rate of 40 cents per hour to which 13 cents per hour was added to make a new minimum rate of 53 cents.

Article I, Section (f), established for helpers to such mechanics a basic rate of 30 cents per hour to which (similarly) 13 cents per hour was added to make a new minimum of 43 cents.

Article I, Section (g), established for track laborers a basic rate of 16 cents per hour (similarly) 12 cents per hour was added to make a new minimum of 28 cents with a maximum of 40 cents.

Article I, Section (h), established for certain miscellaneous employees an increase of \$25.00 per month.

Article II, established for all other employees not otherwise provided for, an increase on the basis of \$25.00 per month.

It will be seen from a study of Supplement No. 8, thus briefly summarized, that differing treatment was accorded different classes, but that it was the evident purpose to afford increases to everyone of not less than twelve cents per hour, except where maximum rates were established.

Supplement No. 7 divided shop and roundhouse laborers into five groups and established methods of granting increases to each.

Article III, established for locomotive boiler-washers a basic minimum rate of 26 cents to which (in a manner similar to that described above) 12 cents was added to make a new minimum of 38 cents with a maximum of 50 cents per hour. (These employees were subsequently included in the shop crafts.)

Article IV, established for power transfer and turntable operators a basic minimum of 21 cents to which 12 cents was added to make a new minimum of 33 cents with a maximum of 45 cents.

Article V, Section (a), established for certain semi-skilled shop and roundhouse laborers (among others) a basic minimum rate of 19 cents to which 12 cents was added to make a new minimum of 31 cents with a maximum of 43 cents per hour.

Article V, Section (b), established for common labor in shops and roundhouses (among others) a basic minimum rate of 16 cents per hour to which 12 cents was added to make a new minimum of 28 cents with a maximum of 40 cents (these corresponding to the track laborers' rate provided for by Supplement No. 8, Article I, Section (g)).

Article VI provided for any other employees in these branches of the service not otherwise provided for, an increase on the basis of \$25.00 per month.

It will thus be seen that these two supplements were substantially in accord with their general treatment of the respective classes; any pre-existing rates lower than the basic minimum were wiped out but those that were higher were uniformly increased except where maximums were established.

Interpretation No. 1 of each of these supplements, applies to these employees, among other things, the so-called ten-for-eight rule, under which an employee whose hours are reduced to eight shall receive for the eight hours the same pay that he formerly received for ten or any other number of hours greater than eight; other interpretations of these two supplements served to further increase the employee's compensation.

Supplement No. 4 issued July 25, 1918, applying to mechanics and others in the locomotive and car departments, was by Interpretation No. 1, thereof, issued September 16, 1918, extended to employees in any department performing the classes of work specified in Supplement No. 4. This was further explained by Interpretation No. 8 of Supplement No. 4, issued February 14, 1919, to be meant to apply outside of the locomotive and car departments, only, to those employees in other departments who come strictly within the classification of work of the seven crafts, and not to those of merely similar occupation or name.

The issuance of Supplement No. 4 (prior to Supplements Nos. 7 and 8) resulted (whether rightly or wrongly) in the rates thereof being applied to certain of the maintenance of way mechanics on some railroads and not on others and the two interpretations named were issued in an endeavor to clarify the intent and to correct any errors.

What has preceded has been mentioned to show that there have been, on the various railroads and are yet a vast number of different rates for men performing the same or similar work.

There has been no compilation or comprehensive statement of these rates by the railroads or by the United States Railroad Administration.

Toward the close of Federal control the Board of Railroad wages and working conditions sent out to all the railroads under Federal control, blanks with instructions for the compilation of comprehensive statistics of the rates and working conditions of all these employees as of December 31, 1917, and after the application of Supplements Nos. 7 and 8, but these returns were only about 25% complete at the expiration of Federal control.

The request of the maintenance of way employees' representatives is for the establishment of uniform rates. They group the employees by sub-departments of the General Maintenance of Way Department, into Bridge and Building Department, and Track Department; shop laborers are placed in a separate class.

BRIDGE AND BUILDING

The monthly rate asked for General Foremen is \$270.00; for Fence Gang Foremen, \$228.00; for Paver Foremen, \$208.00; and for all other Foremen \$250.00 per month.

The hourly rates asked for Assistant Foremen and all other employees in the Bridge and Building Service are covered by the following range:

57c, 62c, 65c, 67c, 75c, 80c, 85c, 90c, 92c and \$1.00.

TRACK

The number of monthly rates asked for Foremen are covered by the following range:

\$208.00, \$218.00, \$228.00, \$240.00 and \$250.00.

The basic hourly rates for other employees and Assistant Foremen are covered by the following:

60c, 63c, 65c, 67c, 68c, 70c and \$1.00.

SHOP

The hourly rates requested for Laborers are:

60c, 65c, 68c and 70c.

and the monthly rate for Gang Foremen \$156.00 per month which apparently is based on an hourly rate of 75 cents for a 208 hour month, 75 cents being ten cents more than the proposed hourly rate of the preponderating group of the employees supervised.

The mechanics' rate in the Bridge and Building Service is generally regarded as the rate which controls the scale for all employees in that service.

The employees request that this rate be made 85 cents. That rate would entirely submerge all the differing rates now existing, and would, therefore, establish a standard rate the country over.

What the average rate of all bridge and building mechanics in the United States is at present or was in 1915 or 1913 can only be conjectured as no accurate data has been compiled; hence it is impossible to say what the increase in the average rate **has been** or what it **will be** by any rate that is established.

For that reason it is impracticable to accurately compare the increases already given or now requested with the increases in the cost of living that have occurred in a given period; and equally impracticable to compare these increases with increases that have been made in comparable industries.

The wage rates paid to mechanics in the Maintenance of Way Department have never borne a fixed relationship to those paid to mechanics of similar occupations in the equipment shops, but in general they have been relatively less.

There are exceptional mechanics in the Maintenance of Way Department just as there are exceptional mechanics in the shops, and their skill, diligence and productivity have been in the past, recognized and paid higher rates; but the requests of the organizations for standardization have resulted in wage awards which gradually narrowed or eliminated these differentials.

The work of the majority of Maintenance of Way mechanics is generally scattered over many miles of road, and much time is consumed in traveling to and from such work, under pay; such is not the case with equipment shop employees; hence in fixing the rates for Maintenance of Way mechanics due regard should be given to these differences.

The rates of pay of subordinate officials over Maintenance of Way mechanics, should be established in accordance with the principles used for similar positions in equipment shops.

The Track laborer or Trackman's rate is generally regarded as the basic rate for the entire wage scale in the track sub-department. In a considerable part of the country a major portion of the track maintenance work on the railroads, on account of weather and climatic conditions, must be performed in certain months; in other parts of the country, during a part of the year, agricultural pursuits demand and obtain a very large part of the available labor, making it necessary for the railroads to do a major part of their track maintenance work during the months when labor is not busily engaged in agricultural pursuits.

The track foreman and the regular sectionmen are retained in the service throughout the year, including the winter, when conditions necessitate the discontinuance of that part of the work which it is impossible then to do. As a general thing about 50% of the summer force of track laborers is retained the year round in the north and a larger percentage is retained throughout the year in the South.

The recruiting of the additional force for the working season for several years prior to the period of Federal operation, was largely from those termed foreigners. From the beginning of the World War, during Federal control and up to the present time this has not been possible, on account of the return to their native countries of the great bulk of the foreigners who had before been available for track work, so that the railroads had to depend upon other men, picked up to a great extent in the larger cities, and housed in the labor camps established along, and usually provided by the railroads.

It is true that the rate paid to track and other unskilled labor, generally, has been somewhat lower than the rates paid to laborers employed in the industrial plants, by contractors and by farmers, but this has not been on account of any desire to pay railroad employees less, but, because no matter what rate is paid, it will in a short time become the low rate, as the manufacturer, the contractor and the farmer offer higher rates to secure the laborers whom they must have. This is not a theory but a concrete fact and a condition developed many times, not only prior to, but during Federal operation of the railroads. After General Order No. 27 was effective, it was found that the increased rates provided did not continue to attract a sufficient number of laborers to the railroads; then the rate was again increased but in the course of events the raising of rates by contractors, manufacturers, etc., again made inroads upon the ranks of the railroad forces; then Interpretation No. 1 to Supplement No. 8 was promulgated which further increased the hourly rates. The action now taken by a great many of the railroads, to work ten hours per day, paying time and one-half for the ninth and tenth hours equalling eleven hours' pay for ten hours' work is necessary, because ten hours' work a day is required to get sufficient work done to properly maintain the tracks. The only time the railroad laborer is not the lower paid is immediately after a raise of pay by the railroad and before the other employers have readjusted their rates, or during a time of industrial depression when there is a surplus of labor.

No increase in rate for trackmen that railroads could give will ever change the fundamental condition created by other industry bidding competitively for this class of labor.

Notwithstanding the fact that the average hourly rate for trackmen has been increased over 100% since 1915, the rates paid by other employers, are today higher, in some localities, than that paid by the railroads. Hence the only question that can enter into the determination of a trackman's rate is—**Is it a just and reasonable wage for men engaged in that service?**

There must be some good reasons why so many of the men stick to railroad work and it is believed that this is largely due to:

1—The regularity of the employment as against the State road contractor, for instance, who lays off his force during wet weather and until good weather has brought conditions which will allow the work being resumed to the best advantage.

2—The continuous employment of the Foremen and regular men the year round with the opportunity when they work overtime to increase their earnings. In the north, during the winter months (excepting during storms or other emergencies when additional men are required) the force of track laborers is generally about 50% of that during the summer season, while in the bridge and building sub-department about two-thirds of the forces are retained.

3.—The provision of more economical subsistence in the labor camps of the railroads.

4.—The privileges of certain free transportation, railroad land to cultivate for garden purposes, low rent in dwellings where owned by the railroads or, in some cases, free use of the dwelling, that being considered an adjustment in the salary for that particular location where conditions justify.

5.—The nature of the work being more desirable or easier as compared with the conditions in the cement plant, the steel rolling mill, sewer trenching, foundry work; farm work, on account of the long hours of labor on the farm; in tanneries, in chemical plants, on account of objectionable fumes, and many employments where the work is very hard, requires continuous application, or where the nature of the work imposes unhealthful conditions.

6.—In later years, track work has been made greatly easier and lighter in many ways. The motor car has replaced the hand pump car to a great extent, almost entirely on some roads, and rails and other heavy materials are handled by locomotive cranes, steam or air derricks, instead of by hand.

7.—The trackman's regular day begins at a specified time, at a designated point, ordinarily the section tool house. In going to the point of work, whether pumping the ordinary hand car or riding on a motor car, delays are frequently encountered meeting or letting trains pass; in returning (in the middle of the afternoon if working eight hours per day) the start is made in ample time to reach the tool house, allowing for delays, before the actual expiration of the eight hour working day; work is frequently required at more than one point on the same day and the same delays are met with in going from point to point. While at work on the track the passage of long trains or a congestion of trains also frequently gives the trackmen resting spells, sometimes of long duration.

Attention may here be called to the fact that the productivity of Maintenance of Way employees working eight hours per day is, on account of the time lost riding on trains, riding on hand or motor cars and delays incident thereto, considerably less per hour of duty than when working ten hours per day. For instance, if under the eight hour day this lost time amounts to two hours per day, then one-quarter of the day is lost, while under the ten hour day but one-fifth of the day is lost.

It may not be out of place here to point out to your Board certain features in regard to the earnings of Maintenance of Way employees at the present time.

As stated, a great number of the railroads have authorized the track forces to work ten hours per day, for the reason that the amount of labor available in the country is insufficient to supply the demands of all employers, and in order to properly and safely maintain the tracks it is absolutely necessary to work the number of men available ten hours, instead of eight hours per day. The maximum rate of 40 cents per hour is in effect over a large percentage of the railroad mileage and at this rate the track laborer receives \$3.20 per day for eight hours' work, and \$4.40 per day for ten hours' work.

Always, prior to Federal operation, all Maintenance of Way forces worked ten hours or more per day during the working season, and at this time the requirements of our country imperatively demand the maximum of production.

It may be proposed that the necessity of working track forces ten hours per day may be overcome in the following ways: First, that two shifts of eight hours each might be employed, or second, that the number of section gangs might be greatly increased or doubled during the working season, but both are impracticable.

First.—There is not sufficient daylight to allow of two eight hour shifts being worked; the starting hour for the forces, as requested by the Organization for the first shift, must not be before 7.00 o'clock a.m., and this would extend the working period of the second shift to 11.00 o'clock p.m. Either plan would require the training and employment of double the number of Foremen and Assistant foremen.

Second.—To increase the number of gangs would require an increase in the number of tools, motor or hand cars, push trucks, outfit cars, labor camps, and all other machines, appliances or facilities for track work. Either plan would require double the number of track laborers. As a matter of fact, the railroads during the working season now employ all of the laborers available, except at certain points where on account of local conditions the number of available laborers is above normal; where there are more men than required at any particular point they endeavor to get such men to go to the places where they are needed and also frequently organize them into additional gangs, putting on work trains to carry them daily to and from the places of work, often many miles away.

Despite all efforts, it is impossible to get enough force to fill up the present number of gangs or to organize a sufficient number of extra gangs to get the work done and not work the forces more than eight hours per day, and therefore the only recourse left is to work the track forces a greater number of hours than eight per day.

The payment of time and one-half after the eighth hour therefore, does not and cannot bring the track forces the relief of the shorter work day.

The present arrangement of allowing 11 hours' pay for 10 hours' work should not be lost sight of when considering the present rate of pay of track laborers as compared with the rates paid laborers by such other employers as employ forces ten hours per day at pro rata rates.

The necessity for working 10 hours per day on account of the available number of laborers in the country being less than sufficient and on account of the great amount of track work absolutely necessary to be done during certain months, is brought about by conditions that the railroads do not create and cannot control.

We wish further to state to your Board it is the judgment of our committee, until a condition in this country obtains when there is a sufficient supply of labor to enable the employment of more men, it will continue to be necessary for track forces to work ten hours per day during the working season, in order to properly and safely maintain the railroads.

DIFFERENTIALS TRACK WALKERS, ASST. FOREMEN, ETC.

The practice of paying a differential to track walkers or inspectors, assistant foremen and trackmen, or on sections where there are tunnels, a relatively higher rate of pay above the trackmen's rate, for work of greater hardship or hazard, or in localities where local conditions necessitate, has varied greatly throughout the United States, and we believe it is impracticable to fix **uniform** rates, but that the adjustment of such rates should be left to determination by the controlling conditions which were responsible in each locality for the establishment of the rates that existed prior to Federal control.

CROSSING WATCHMEN

For highway crossing watchmen, the present practice is to pay track, bridge and highway crossing watchmen, signalmen at railway non-interlocked crossings, lampmen, engine watchmen at isolated points and pumpers whose positions do not require continuous manual labor, a monthly rate to cover all service rendered except for individual positions at busy crossings or other places requiring continuous alertness and application. **The present request of the employees is for an hourly rate of 60 cents for crossing flagmen and 65 cents for crossing flagmen in uniform.** The 5 cents differential would amount to more than \$100.00 a year, which is palpably too large an allowance, to cover the expense of the employee of providing a uniform. On roads where uniforms are specified for crossing flagmen, the practice is standard and the proposed rate would require all crossing flagmen, on that road, to be paid the higher rate, by reason of the fact that they were required to provide uniforms regardless of the character of the crossing. The uniform, ordinarily required, to be worn by crossing flagmen consists of a cap with badge and a blouse or coat, which will sufficiently distinguish the crossing watchmen from pedestrians using the crossings and enable the public to recognize his position and be guided by his directions as to movement at the crossing. On roads requiring crossing flagmen to wear such uniforms, the rates have theretofore usually been adjusted with that expense being taken into consideration, and any change in such rates would not appear to justify separate consideration of that feature.

The rates paid to crossing and other similar watchmen is usually below that paid trackmen or sectionmen, except at certain very busy crossings, and that relationship should be maintained.

RATE REQUESTED BY EMPLOYEES FOR OPERATING SNOW EQUIPMENT

"Formen and men operating snow-plow or Flangers shall be paid for their services at the regular rate plus \$1.00 for each 8 hour day or fraction thereof while on trip."

The men assigned to the operation of snow plows or flangers are selected men for the service and the rate customarily paid for such service, often has no specified relation to the wage they receive at other times and no difficulty is experienced in getting men to accept these positions. Hence, we believe it would be impracticable to make any one rate which would be justly and reasonably applicable to the great variety of conditions which obtain and the great variety of equipment which is used in the different parts of the country, and inasmuch as this is a relatively small branch of the entire service, we feel that no uniform rate should be made to apply to the service.

RATE REQUESTED BY EMPLOYEES FOR SHOP LABORERS

"Laborers, hour.....	\$0.68
Store Room Stock men, hour.....	.70
Store Room Material Handler, hour.....	.65
Turn-table Operator, hour.....	.65
Locomotive Boiler Washer Helpers, Flue Borers, Oilers, Fire Knockers, Cleaners, Ash Pit Men, Engine Watchmen, Engine Wipers, Coal Chute Men, Coal Passers, Sand-house Men, Oil-house Men, Shop Chain Gang Men, Tool Checkers, Store-room and Material Yard Gang Men, Transfer table Operators, hour	.65
Fire Builders, hour.....	.70
All other laborers, hour.....	.60
Gang Foremen, month.....	\$156.00"

The hourly rates in a given locality paid to the trackmen, the freight house labor and the semi-skilled labor in round-houses and shops have always borne a very close relationship. It has been the tendency prior to Federal control to make this rate practically identical for all three classes of service. Under Federal control a three cent differential was established, by Article V of Supplement No. 7, in favor of laborers employed in and around shops, roundhouses, stations, storehouses and warehouses, such as engine watchmen, wipers, fire builders, ash pit men, boiler washer helpers, flue borers, truckers, stowers, shippers, coal passers, coal chute men, etc.

Truckers, stowers and shippers, as mentioned above, are now being represented by the Brotherhood of Railroad Clerks.

Article V, Supplement No. 7, does not specifically mention sandhouse men, shop chain gang men, storeroom and material yard gang men, but these occupations are similar in nature to other labor about roundhouses.

The term cleaners, as used, may refer to engine cleaners or men used to clean up the floors and other portions of the roundhouse or shop buildings. The term "fire knockers" or "fire cleaners" refers to the occupation of removing clinkers from fires or removing the fire and ashes from the fire box and ash pans. The employees request the same basic rate for these roundhouse and shop laborers (65c) as is asked for trackmen.

The employees request a rate of 60 cents per hour for all other common labor. It would not appear that the establishment of any rate lower than the rate established for track laborers would be of any force or effect. All common labor has always been paid the track labor rate or higher, and the establishment of the track rate will establish the minimum rate for labor and no setting down of a rate on a schedule will now, enable the railroads to secure laborers to work for a less rate than the going laborer's rate on the road, in the locality, any more than it has in the past.

Your particular attention is called to the first item on page 12 of Employees' Exhibit "A" of proposed schedule of rates reading "laborers, hours—68 cents." It is not clear what kind of laborers are meant to be specified in this item, as following that item the different classes of laborers are specifically mentioned, with a closing item for laborers reading "All other laborers—hour 60 cents."

The turntable operator and transfer table operator, where these appliances are power driven, are covered by Article IV, Supplement No. 7. The number of such positions is relatively small and the character of the appliances varies greatly throughout the country, so that we believe it would be very undesirable to attempt to establish a uniform rate for such service.

In addition to the foregoing requests for rates of pay, these employees have asked:

First.—The requests of my organization are for an increase of pay retroactive to January 1, 1919, over and above the rates established by Supplements Nos. 7 and 8 to General Order No. 27, and, or by addenda and interpretations thereto, and, or by adjustment, with a sufficient additional increase per hour to cover the increased cost of living to the date of presentation of these requests.

Second.—Time and one-half for Sunday and holiday work, with a guaranteed minimum of 5 hours for a call on such days.

Third.—A guaranteed minimum of 8 hours when required to report for duty on any assigned workday.

As to the retroactive feature of the first request: This has been considered in our comments upon the Clerks' presentation and these comments apply equally to this request. As to the basic rates requested: These have heretofore been referred to in detail and must be considered as to their justness and reasonableness in connection with the rates of other classes of railroad employees.

As to the second request for time and one-half for Sundays and holidays: All of the Maintenance of Way employees at certain times are required through the exigencies of railroad service to work on Sundays or holidays the same as certain employees of other Departments, and the same arguments that have already been advanced against the payment of time and one-half to these other employees apply equally to those of the Maintenance of Way Department. These arguments have already been brought to your attention in the principle laid down by the Director General in Supplement No. 13 to General Order No. 27 and may be summed up in the statement that where work is unavoidable on Sundays or holidays penalty should not be imposed upon the railroad for such work. The proposal to give a guarantee of 5 hours for any call on Sundays or holidays irrespective of the number of hours less than 5 an employee may work, is in principle the same punitive measure as the time and one-half, and the same argument applies as stated in connection with the payment of time and one-half for work performed on Sundays or holidays, i. e.: that the railroad should not be penalized for calling a man for work that cannot be avoided.

As to the third request (see page 1182 of the proceedings) for "a guaranteed minimum of 8 hours when required to report for duty on any assigned work day." It is the general practice in outside industries using unskilled labor to pay such employees only for time actually worked, and to cease work on any given day when conditions are such that the men cannot perform the work for which they are employed. Under the present practice regular section laborers required to report for the day's work and by conditions prevented from performing work, are allowed a minimum of 3 hours and if held for duty over three hours paid for actual time so held. This practice is more liberal than obtains in similar lines of employment where even in the higher organized building trades no guarantee is given employees reporting for duty but unable to work because of conditions. No reasons have yet been advanced for making this practice now more liberal or for extending it to classes of employees not already covered by it.

Referring to the requests of the employees for the establishment of rates for foremen and general foremen in all the branches of the Maintenance of Way service, we call your attention to the following regulations of the Interstate Commerce Commission designating the classes of employees that are to be included within the term "Subordinate Official" under Title III of the Transportation Act of 1920.

INTERSTATE COMMERCE COMMISSION

Regulations designating the classes of employees that are to be included within the term "subordinate official" under Title III of the Transportation Act, 1920.

Washington, D. C., March 23, 1920.

"Paragraph 5 of Section 300 of the Transportation Act, 1920, provides:

"(5) The term 'subordinate official' includes officials of carriers of such class or rank as the Commission shall designate by regulation formulated and issued after such notice and hearings as the Commission may prescribe, to the carriers, and employees and subordinate officials of carriers, and organizations thereof, directly to be affected by such regulations.

"Public hearing having been had on March 15, 1920, 'for the purpose of determining what classes of officials of carriers shall be included within the term 'subordinate official,' as that term is used in Sections 300 to 313, both inclusive, of said Transportation Act, 1920." The Commission prescribes that the term 'subordinate official' as used in said portions of said Act shall include the following:

"Foremen. This class shall include foremen of mechanics, shops, tracks, bridges, etc., who are not vested with authority to employ, discipline or dismiss subordinates."

In view of these regulations, any foreman of mechanics, shops, tracks, bridges, etc., who are **not** vested with authority to employ, discipline or dismiss subordinates shall be considered as **subordinate** officials. Therefore, any such foremen who **are** vested with authority to employ, discipline or dismiss subordinates must be considered as **officials** and not as employees whose wages are to be fixed by the method prescribed in the Transportation Act. It is and has been the almost universal practice to authorize foremen to employ and dismiss their employees.

TOOLS FURNISHED BY MAINTENANCE OF WAY FORCES

(See pages 1200 to 1203 of the proceedings.)

The railroads furnish to all maintenance of way employees such general tools as are necessary to perform their work, excepting only such tools as are customarily furnished by skilled workmen. The ordinary railroad carpenter or bridge man, performing generally rough work, furnishes very few of the smaller tools. The cross-cut saws, adzes, augers, picks, shovels, bars and all tools that are subject to appreciable wear, are furnished by the railroads.

STANDARDIZATION OF RATES OF PAY

The rates of pay requested are asked to be made standard the country over; in the warm climates as in the colder; in the outlying country districts where the employee can cultivate a garden, frequently on railroad ground, or a small farm and where rents and other living expenses are considerably less than in the cities and where other employers of labor pay a lesser rate than they do in the thickly populated districts and cities, and for the same reasons. It is most important in our opinion that proper differentials in rates of pay as between different portions of the country and different locations along the railroads should be maintained.

TRAINING AND SKILL REQUIRED OF BRIDGE AND BUILDING MECHANICS

While there are many highly skilled mechanics, the training and skill of the ordinary Maintenance of Way mechanic is not great, as compared with that of a skilled mechanic. The work is generally of a rough and heavy kind or of an ordinary character, not requiring the training or skill of the mechanic performing the finer grades of work. It is true that the general conditions pertaining to railroad work requires sufficient training before filling a place of **responsibility**, but this consists of information easily assimilated by any one of intelligence during the time employed under the immediate direction of another. A great many of the mechanics in the Maintenance of Way Department could not qualify for employment where the work required was of the finer grades.

Many of the bridge carpenters are splendid men for the work they are doing and they are capable in times of emergency of doing splendidly the rough and heavy rush work necessary to restore traffic quickly. In such cases the fine mechanic has frequently proved to be much less efficient.

HAZARDS

There are hazards in Maintenance of Way work, principally those due to moving trains and those arising from the handling of materials, the former vary with traffic density and speed, and the latter are but slightly, if any, different from similar work in other industries. Accidents are guarded against as far as practicable, by rules and instructions, and improved appliances, and as a result of the safety movement of late years, in which the organizations of employees have heartily co-operated, the accident rate in this department has, as in other departments, been considerably lessened.

REPRESENTATION

The United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers claim to speak for the classes of employees designated in the agreement, between that organization and the Director General of Railroads, effective December 16, 1919. Your attention is called to the claim of the representatives of the International Brotherhood of Firemen and Oilers to also represent:

"Stationary Engineers, Coal Hoisting Engineers, Watertenders, Stationary Firemen, Oilers, Fire Knockers, Fire Builders, Turntable men, Powerhouse Boiler Washers, Poiler Washer Helpers, Flue Borers, Ashpitmen, Engine Watchmen, Engine Wipers, Coal Chutemen and Coal Passers and Laborers."

and asking for increases differing from those asked for by the Maintenance of Way organization for the same classes of employees.

PROPOSED AGREEMENT

We understand that the perpetuation or extension of the so-called National Agreement was not one of the matters pending at the end of Federal Control; it was not considered in the direct negotiation between the Committees representing the railroads and the employees under the provisions of Section 301 of the Transportation Act; and at the opening of this proceeding was still a subject of correspondence or negotiation between this organization and the several railroads, and therefore we feel that this subject is not properly before you at this time.

The "proposed agreement" submitted by this organization, as Exhibit A, is, however, a **revision** of the so-called National Agreement, formulated after the discontinuance of the direct negotiations between the two committees representing the railroads and the employees, respectively; and as the so-called National Agreement is not properly before the Board, for the reasons already given, still less can this proposed agreement be considered as having any standing.

The employees' presentation concedes that these are new requests as is shown by the following quotations therefrom:

"At this point I wish to submit to the Board the proposed Agreement which includes rates of pay and other conditions requested by our Organization." (See page 1247 of the proceedings.)

also—

"As the representative of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, I request that the Board consider favorably a revision of the Agreement between my organization and the Director General of Railroads, in matters of overtime, rates of pay and working conditions." (See page 1247 of the proceedings.)

also—

"It is the desire of the Maintenance of Way Employees to place the matter before your Board at this time in order that it may be entered into the records. If there is an opportunity later on we will be ready to present a case for the revision of these rules." (See page 1248 of the proceedings.)

When the employees presented their proposed agreement, which is vitally different from the National Agreement at the hearing of your Board at Washington, D. C., May 4th, last, I called attention to the fact that we did not understand that such an Agreement is properly before your Board and it will be noted, as quoted above, that the Maintenance of Way employees have not as yet made their presentation under this request and apparently expect that opportunity will be given them later on to make their presentation.

PRESENTATION COVERING PROPOSAL OF STATIONARY FIREMEN AND OILERS

May 26, 1920.

The present wages of some of this group of employees were established by Supplement No. 7 to General Order No. 27, effective September 1st, 1918, and its interpretations; others were established by special authority of the Director General.

Supplement 7, Article 2, Section (c) established for all stationary firemen and power house oilers a basic minimum rate of \$65.00 per month to which and to all higher rates as of January 1st, 1918, prior to the application of General Order No. 27, \$25.00 per month was added, making a new minimum rate of \$90.00.

Working conditions were also established by Supplement No. 7 and other conditions were established by the Director General by agreement with that organization, effective January 16, 1920, terminating with Federal control.

We are unable to find any agreement in effect prior to Federal control, which dealt with the employees represented by the Stationary Firemen and Oilers as a class. It is our understanding that the wages paid them corresponded with the wages paid other employees in the Department in which they were engaged, i. e., if engaged in the Motive Power Department their rates were adjusted whenever the Motive Power Department's rates were changed, and similarly, if they were engaged in the Maintenance of Way Department. At no time were they considered as a separate class. The rates varied not only as between Departments, but on different portions of railroads, just as the rates for unskilled labor varied by localities.

THEIR FIRST REQUEST IS:

"I desire also to submit a copy of the Agreement made between the Director General of Railroads and the International Brotherhood of Stationary Firemen and Oilers, and also the changes desired which are as follows:

(1) All employees to be paid on an hourly basis, the hourly rate to be as follows:

	Establish Basic Minimum Rate Per Hour Of	To Which Add Per Hour	Making New Rate Of
Stationary Engineers.....	60 cents	20 cents	80 cents
Coal Hoisting Engineers.....	55 cents	20 cents	75 cents
Water Tenders.....	50 cents	20 cents	70 cents
Stationary Firemen.....	48 cents	20 cents	68 cents
Oilers.....	48 cents	20 cents	68 cents
Fire Knockers.....	48 cents	20 cents	68 cents
Fire Builders.....	48 cents	20 cents	68 cents
Turn Table Men.....	45 cents	20 cents	65 cents
Power House Boiler Washers.....	48 cents	20 cents	68 cents
Boiler Washer Helpers.....	45 cents	20 cents	65 cents
Flue Borers.....	48 cents	20 cents	68 cents
Ash Pit Men.....	45 cents	20 cents	65 cents
Engine Watchmen.....	45 cents	20 cents	65 cents
Engine Wipers.....	45 cents	20 cents	65 cents
Coal-passers and Laborers.....	45 cents	20 cents	65 cents"

No accurate data has been compiled to show the different rates which are now being paid all over the United States, nor what increases have been given to these rates since 1913, 1914 or 1915 (dates on which comparison with increased living cost data are based); nor what increases have been made in the rates for similar positions in comparable industries for a comparable period.

Without such data it is impracticable to measure with reasonable accuracy by comparison with increased living cost or increased wages in comparable industries, the justice of either the increases that have been made or that are requested.

Your attention is specifically directed to the claim of this organization to also speak for:

Stationary Engineers, Coal Hoisting Engineers, Watertenders, Fire Knockers, Fire Builders, Turn-table men, Flue Borers, Ashpit men, Engine Watchmen, Engine Wipers, Coal Passers, Laborers.

The United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers also claim to represent these classes of employees wherever employed, and for whom they are asking a different wage basis.

Boiler Washers for whom the Brotherhood of Stationary Firemen and Oilers also claim to speak were provided for during Federal Control by Supplement No. 7 and later transferred to Shop Crafts.

THEIR SECOND REQUEST IS:

"(2) All employees to be paid at the rate of time and one-half for all time worked in excess of eight (8) hours on week days, and also time and one-half for all time worked on all Sundays and all legal holidays."

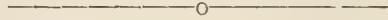
The working conditions of this class of positions as to Sunday and holiday work vary greatly. Where the plant develops power only, the days per month can possibly be restricted to the week days on which power is used in the shops or other buildings; where light and heat are also generated the problem is more complex, but the shop necessities control, and no amount of overtime rate paid to the firemen would restrict their days per month if the shop required more days per month, unless the size of the plant was such that some system of relief days in lieu of Sunday and holiday work could be devised. Hence (and for reasons given in connection with this subject for the clerks and maintenance of way employees) it must be apparent that it is impracticable to restrict the Sunday and holiday work of these employees by punitive overtime rates, and their request for time and one-half for such service becomes entirely a wage proposition.

We believe that the present wage scale is in keeping with that of other railroad employees, and that if any general adjustment of wages of other classes of railroad employees is made, these men should be considered in connection therewith, after the facts are ascertained and adequately studied.

The skill, hazard and responsibility of employees around a boiler plant depends on the horse-power, steam pressure, coal consumption and other characteristics of the plant and any auxiliary apparatus. No two plants are identical and there is the widest range of divergence in these characteristics; hence, it is not just or reasonable to establish uniform rates for such employees, applicable all over the United States.

We believe the existing differentials as between plants and localities should be maintained and no material change in such differentials made without adequate knowledge of the entire situation.

Our comment concerning the National Agreement made in our answer to the Maintenance of Way and Clerks' submissions apply with equal force to this craft.



PRESENTATION COVERING MASTERS', MATES' AND PILOTS' PROPOSAL MAY 26, 1920

The request of the representative of the National organization of Masters, Mates and Pilots of America is for the readjustment of the wages and working conditions for the members employed in the Eastern and Southern ports so that they may enjoy the same rates of pay for similar services as has been established by the United States Railroad Administration for their members in the port of San Francisco.

Article II, section (f), paragraph 11 of General Order No. 27 reads:

"This order shall be construed to apply to employees of railroads operating ferries, tugboats, lighters, barges, and any other floating equipment operated as terminal or transfer facilities, but shall not be construed as applying to railroad employees on cargo and passenger carrying equipment on lakes, rivers, or in coastwise or ocean traffic."

That rule confined the Board of Railroad Wages and Working Conditions to the consideration of the wages of employees of railroads operating floating equipment as terminal and transfer facilities.

Such wage negotiations as were conducted during Federal control, for these employees, on floating equipment owned or operated, directly or indirectly by railroads, and engaged in cargo and passenger carrying on lakes, rivers or in coastwise or ocean traffic, were conducted by other agencies of the United States Railroad Administration, or of the general government or by private negotiation between the employees and the managements of the separate carriers. This committee has no data of these latter negotiations or their results, except as they may be incidentally referred to in the records of the Board of Railroad Wages and Working Conditions, and time has not permitted us to accumulate the data of the many scattered and complex situations that exist.

The Board of Railroad Wages and Working Conditions has compiled very complete statistics of the rates of pay and working conditions of these and other marine employees, coming under its jurisdiction and employed on terminal and transfer floating equipment.

The wages of masters, mates and pilots in the port of San Francisco employed by railroads on floating equipment engaged in terminal and transfer service were established by the Director General's approval of recommendation No. 82 of the Board of Railroad Wages and Working Conditions referred to on page 1412 of the proceedings; your attention is called to the fact that the exhibit "B" as reported there is only one of the nine articles of the recommendation, all of which apply equally to these employees, and are a concomitant of the rates. The complete recommendation is quoted beginning on page 1528 of the proceedings.

That recommendation was based upon an investigation made under the direction of an examiner representing the Board of Railroad Wages and Working Conditions. A local board was organized by him, composed of equal representation of the employers and of all classes of the employees, and after very thorough and complete study the unanimous report of the local board was submitted to the Board of Railroad Wages and Working Conditions and with very slight modifications was embodied in Recommendation No. 82 to the Director General.

We believe the method pursued in that case was a proper one. It gave local autonomy to the parties concerned in that port; it provided a means for reviewing the action of the local board and coordinating it with such action as might be taken in other cases in contiguous territory or under analogous conditions. The employees ask that the rates of pay only, be established at other places (see page 1380 of the proceedings). Such marine service is strictly analogous to other marine service on oceans, lakes and rivers. The present working conditions, hours of service and rates of pay have always heretofore been predicated upon similar marine service in each port. Where the service has been intimately associated with rail transportation as in the case at San Francisco, the marine working conditions have been modified to some extent but the employees have generally insisted upon the retention of the working conditions that characterize marine service, such as the four hours on duty and four hours off duty practice, provision for housing and boarding at employers' expense, etc.

While desiring to retain all the advantages of marine practice, these marine employees who come into intimate contact with railroad practice desire also to acquire the advantages that pertain to that service. To use a colloquial phrase, they desire "to skim the cream off of both crocks."

We have no desire to detract from the value of the service of a master of a vessel or any other employee thereon. The service is entirely dissimilar from railroad service. He is responsible for the safety of life and property, of the vessel and its contents, as is the conductor of the train and is the agent of the employer, having supervision and police powers over the conduct of every employee and passenger on the vessel; having the right to discipline, employ or dismiss employees. As indicated by the title "Master" he is in charge of the vessel, acting in many cases on his own initiative and responsibility; is generally the official and responsible representative of the company in its relation with the public, and also in a legal sense. Many of these masters have also a fiduciary relationship to the employer. They would appear therefore to be officials whose wages and working conditions are not subject to the provisions of Title III of the Transportation Act, 1920.

Other employees may possibly come within the intent of that act and be classified as subordinate officials, but as yet the rulings of the Interstate Commerce Commission under Section 300, paragraph 5 of the Transportation Act of 1920, do not define their status. Section 201 of the act transfers to the Secretary of War certain jurisdiction over inland, canal and coastwise marine transportation facilities, except such as constituted parts of railroads or transportation systems over which Federal control was assumed.

Section 300 defines the term "carrier" as "any carrier by railroad" with certain exceptions. It would appear to be necessary to determine whether or not any or all classes of employees on floating equipment owned and operated by railroads or operated as a part of a railroad system, or in which the railroads are interested only through stock ownership come within the provisions of Section 300 as they are not specifically mentioned, and would seem to be excluded by the definition of the word "carrier."

PORT OF NEW YORK

The port of New York is the terminal for a large number of steamship lines and railroads, situated along Staten Island, Brooklyn, Manhattan Island, and Jersey, and freight and passengers between these various terminals are transferred by ferries, tugs, barges and lighters.

On March 31st, last, the railroad companies had in service about 104 tug boats and 40 ferry boats. On April 1st, about 50% of the men employed on ferry boats and 90% of the tug boat employees left the service without notice or giving any reasons or making any application for increases of wages or better working conditions. The railroads proceeded to employ other men licensed to operate these boats from various parts of the country. When the men left the service, President Pruett, of the Masters, Mates and Pilots Association, declared the strike illegal, but the employees ignored the order to return to work. Both at time and after the men left the service of the railroads they were advised that if they did not return to work no grievances or adjustment of any kind could be made or heard while not in the service of the companies and complying with the law which provided for way and means for adjusting any differences that might arise between employers and employees. In view of the request for the specific application of the requested rates to the Port of New York, the provisions of Order No. 1 of the Railroad Labor Board have not been complied with in this instance, and therefore these employees at the port of New York have no standing before your Board.

The wages and working conditions of employees on railroad owned floating equipment are now governed by the terms of a settlement made between the representatives of the employees and officials of the railroads involved, in March, 1919 which established rates of pay for marine employees in New York Harbor, as follows:

<u>Class of Boats</u>	<u>Position</u>	<u>Rates of Pay</u>
Ferry Boats.....	Pilots.....	\$190.00 per month
Tug Boats.....	Captains.....	190.00 per month

The following statement shows the rates of pay of these employees in 1915, at present, and under the proposals presented by the Association of Masters, Mates and Pilots:

POSITION	RATES OF PAY				INCREASE PROPOSED OVER					
					1915				Present	
	1915		Present	Proposed	Minimum		Maximum			
	Min.	Max.			Amount	P. C.	Amount	P. C.	Amount	P. C.
Ferry Boats:										
Pilots.....	\$135.00	\$153.70	\$190.00	\$250.00	\$115.00	85	\$ 96.30	63	\$60.00	32
Wheelsmen.....	55.00	69.95	120.00	160.00	105.00	191	90.05	130	40.00	33
Tug Boats:										
Captains.....	100.70	145.75	190.00	250.00	149.30	148	104.25	72	60.00	32

In 1915, there was no uniformity in the wages or hours of service, the hours per day, after which overtime accrued, was 10 or 12 on different railroads; at present overtime accrues after 8 hours a day. Tug boats in 1915 were on a twelve-hour day basis, and are now on an eight-hour basis, with time and one-half for overtime and one day off in seven.

An examination of the data as to the wages and working conditions at these two ports herein referred to will, we think, convince you as it has us, that it will be necessary to consider each port separately on its merits with particular consideration of all the conditions surrounding the particular service. In this connection, we desire to call your attention to the instructions of the Director General of Railroads to the Board of Railroad Wages and Working Conditions respecting the handling of marine questions at the various ports.

"As your Board is aware, there is no uniform method for handling adjustments in the wages of these classes of marine employees, but their wages have been controlled to a great extent by local conditions at the various ports and in fixing the rates consideration is given to the length of day, continuity of service, board allowance, etc., all of which are variable factors. It is apparent that this practice must be continued during the remaining period of Federal operation."

We believe that where the service is so sufficiently connected with the railroad service, that the working conditions of railroad service can be adopted without placing unjust or unreasonable expense for time during which no adequate service is rendered; that in such case marine working conditions should be withdrawn. Where the service is more particularly marine service, the working conditions of marine service should apply and the working conditions of railroad service should not apply.

The differences in the conditions surrounding the classes of service in the ports of New York and San Francisco have not to our knowledge been adequately studied or evaluated and we believe it will be necessary to do that thoroughly before the request of the employees can be granted in whole or in part.

In fixing the wages of this class of employees in the past, the skill, training, responsibility, hazard, character and regularity of employment, and all the relevant elements have always been taken into consideration, and we feel that there has been no change in these elements that would warrant their separate consideration at this time.

COMPARISON WITH RATES IN OUTSIDE INDUSTRIES

The total number of employees on the craft operating in New York Harbor in 1916, was 12,632 of which about 60% is employed on equipment operated by interests other than railroads. The wages and working conditions of employees on outside owned craft are governed by Award of the New York Arbitration Board, effective April 21, 1919.

For convenient comparison of this award and the order governing wages and working conditions of railroad owned craft the two are set forth in Exhibit M-1.

Exhibit M-1

COMPARISON OF SETTLEMENT MADE BETWEEN RAILROADS OPERATING FLOATING EQUIPMENT IN NEW YORK HARBOR (SO-CALLED STONE SETTLEMENT) EFFECTIVE MARCH 1, 1919, AND AWARD OF NEW YORK HARBOR ARBITRATION BOARD, EFFECTIVE APRIL 21, 1919.

RAILROAD SETTLEMENT

Effective Date:

March 1, 1919.

Classification:

Governed by class of service.

OUTSIDE AWARD

The cylinder diameter of the engine is made the basis of classification of rates of pay of captains and engineers of self-propelled vessels.

(a) Single cylinders over 18 inches, and compounds, the diameter of the high pressure cylinder of which is 14 inches and above, triple expansion engines, and twin screw boats.

(b) Single cylinders over 15 inches up to and including 18 inches and compounds the diameter of the high pressure cylinder of which is under 14 inches.

(c) Single cylinders up to and including 18 inches.

Rates of Pay

Ferry Service

Monthly Rate

Captains.....	\$190.00
*Wheelsmen.....	110.00

(No similar service)

Tugs, Steam Lighters, Floats, etc.

Captains.....	\$190.00
Pilots.....	170.00
Mates.....	110.00

Single Crew Tugs

Monthly Rate

(a) Captains.....	\$175.00
(b) Captains.....	165.00
(c) Captains.....	155.00

Hours of Service

Ferries, Tugs and Steam Lighters

Eight consecutive hours shall constitute a day's work.
Six days will constitute a week's work.

*Increased to \$120.00 per month, October 15, 1919.

Single Crew Tugs

Ten consecutive hours shall constitute a day's work.
Six days shall constitute a week's work.

Overtime:

Ferries, Tugs and Steam Lighters

Overtime in excess of eight hours per day or six days per week will be paid for at the rate of time and one-half time.

Overtime will not be paid for delay in changing crews caused by fog, storms, etc.

Lighters, Covered Barges, etc.

Ten consecutive hours will constitute a day's work. Overtime in excess of ten hours per day or six days per week, will be paid for at the rate of time and one-half, loading and discharging cargo, after ten hours service, will be paid for at overtime rates; when required to remain on duty on boat at night for watching or towing an allowance of \$2.00 per night will be made

All Bases

Time in excess of ten hours per day shall be compensated for at the following rates:

11th and 12th hours—Straight time.
After 12 hours—Time and one-half.

(No provision.)

The Exhibit shows that the employees on floating equipment operated by railroads are enjoying not only more favorable wages, but more favorable working conditions. On privately owned boats, governed by the award shown in the column on the right, captains are divided into three grades, and must work for some time as a captain before they receive the rate of the highest grade which is \$15.00 less than the rate paid for all captains on the railroad owned boats. The men on the privately owned craft have a basic day of ten hours with pro rata overtime for the 11th and 12th hour and time and one-half after 12 hours. Employees on railroad owned craft have a basic day of eight hours with overtime at the rate of one and one-half times the basic hourly rate.

HAZARDS OF EMPLOYMENT

The degree of hazard among employees covered by the employees, presentation is very small and in New York Harbor where the density of marine traffic is greater than in any other harbor in the country, there were no captains, pilots or mates injured during the year 1919. There have never been any statistics compiled to show the number of accidents over any given period, except for that year, and the Interstate Commerce Commission's accident statistics do not segregate floating equipment employees from the other employees classified under "Other employees."

TRAINING, SKILL AND RESPONSIBILITY

The captain or pilot of tug boats must be familiar with the harbor channel in which the boat is operated, and with the location of harbor piers, as well as with tide conditions and rules of navigation. He is required to have a license from the United States Steamboat Inspection Service, which is procured by passing certain examinations on navigation rules, maritime practice and physical characteristics of the harbor in which the boat plies. In order to qualify for such examination considerable experience in maritime service is required.

The duties of a captain of a ferry boat are similar to those of a captain of a tug, and training and skill required about the same, although the responsibility due to the large number of passengers handled is somewhat greater.

CHARACTER AND REGULARITY OF EMPLOYMENT

The character and regularity of employment of this class of employees compares favorably with any other class of railroad employees. The operation of floating equipment in New York Harbor is practically continuous throughout the year and subject only to such fluctuations as are prevalent in all railroad business. When the fluctuation in business is sufficient to warrant a reduction in equipment operated, captains, mates and pilots, by reason of their seniority rarely suffer any loss of time, as their seniority enables them to take a position in some minor capacity until the restoration of normal business conditions. Generally speaking these employees are in continuous service and it is not in our opinion necessary to give separate consideration to this element.

INEQUALITIES

Statement hereinbefore given covering rates of pay of this class of employees, shows that in addition to their rates having been related to those of other marine service employees in the New York Harbor, they have enjoyed increases in wages and improved working conditions, which compare favorably with other classes of employees, and as for comparison with the rates paid at San Francisco, we call your attention to the fact that the marine employees at the latter port have always enjoyed differentials above New York Harbor and it is likely that any attempt to equalize the rates of pay would result in a further request from the marine employees at San Francisco for restoration of the differential heretofore existing (see Employees Exhibit "E").

PORT OF PHILADELPHIA

The employees at this point request a readjustment of wages and working conditions to conform with the wages and working conditions in the port of San Francisco doing similar work.

We are advised that settlement has been entered into within the last week covering the rates of pay and working conditions of all the employees at the Port of Philadelphia, included in this submission.

CHESAPEAKE BAY

We regret that we have been unable to obtain any information concerning this service which would be of assistance to the Board in arriving at an understanding of the character of service involved, present rates of pay, and increases which the employees have received. We understand that your Board has obtained the files of the United States Railroad Administration concerning all wage matters. It is our impression that certain files of the Division of Operation contain a history of the service in question and will enable your Board to obtain all the relevant data in connection therewith.

NORFOLK—CAPE CHARLES, VA.

The employees request readjustment of wages and rules for working conditions for licensed deck officers on railroad owned or operated tug boats, towing car floats, between Norfolk and Cape Charles, Va., a distance of 34 miles (see pages 3 to 7, inclusive, Masters, Mates and Pilots, Exhibit "E"). The requests of the employees ask that these employees be granted "a similar increase as may be granted the deck officers of the passenger and freight steamers, operated over the same route by the same railroad, also that another pilot be placed on each tug boat so as to permit one man to be given shore leave of absence, every four days, with three deck officers on board at all times, so as to divide the time into three watches, thus giving them the principle of an eight hour day" and the following scale of wages:

<u>Position</u>	<u>Present</u>	<u>Proposed</u>	<u>Increase</u>
Master.....	\$240.00	\$275.00	\$35.00
1st Pilot.....	205.00	222.50	17.50
2nd Pilot.....	180.00	193.75	13.75

The present wages and working conditions of these employees were established by the United States Railroad Administration, segregating them from the group of similar employees in the Hampton Roads District.

The following statement shows the rates of each class of employees, represented by the Masters, Mates and Pilots Association, 1915, at present, and under the proposals of the employees:

POSITION	RATES OF PAY			INCREASE PRESENT OVER 1915		INCREASE PROPOSAL OVER			
						1915		Present	
	1915	Present	Proposed	Amount	%	Amount	%	Amount	%
Captain	\$150.00	\$265.00	\$275.00	\$115.00	77	\$125.00	83	\$10.00	4
First Pilot	84.00	205.00	222.50	121.00	144	138.50	165	17.50	8
Second Pilot	65.00	180.00	193.75	115.00	177	128.75	198	13.75	7
Third Pilot (new)			175.00						

It will be noted that the increase accruing to the above classes over 1915 compare favorably with the cost of living and with the increases granted other classes of employees in railroad service. The increases contemplated by the Employees' proposals cannot be justified by any increased burden of responsibility or increased cost of living since the last adjustment of wages was made by order of the Director General of Railroads, effective October 1, 1919, less than nine months ago.

We believe the service is closely analogous to marine service and the working conditions should follow marine practice, and the negotiations for wages or modifications of working rules should be conducted in the manner outlined in our comments on the New York situation, particularly in view of their request for increased force and rearrangement of hours of service.

NORFOLK, NEWPORT NEWS AND HAMPTON ROADS DISTRICT

The employees request an adjustment of wages and working conditions by the establishment of the following scale of wages and rules for working conditions:

Position	Present	Proposed	Increase
Master	\$160.00	\$225.00	\$65.00
Night or Relief Master	150.00	225.00	75.00
Deck Mate	115.00	160.00	45.00

The request comprises the readjustment of wages and working conditions of employees on—

Railroad tugs in the port of Norfolk, Newport News and Hampton Roads District.

Chesapeake and Ohio Railroad tugs in Hampton Roads District, and

Master of the Atlantic Coast Line passenger barges, Nos. 8 and 11, in the port of Norfolk.

The present wages of Masters, Mates and Pilots and other marine employees in the Hampton Roads District were established by the United States Railroad Administration, effective October 1, 1919. The following statement shows the rates of pay of the various classes of employees on Chesapeake Bay tug boats, involved in the submission of the Masters, Mates and Pilots, as reported to the Board of Railroad Wages and Working Conditions:

POSITION	RATES OF PAY			INCREASE			
	December 1915	January 1918	Present	Present over December, 1915		Present over January, 1918	
				Amount	P. C.	Amount	P. C.
<u>Tug Boats, Bay:</u>							
Captain	\$125.00	\$150.00	\$240.00	\$150.00	92	\$90.00	60
First Mate	84.80	110.00	205.00	120.20	142	95.00	60
Second Mate	65.00	90.00	180.00	115.00	177	90.00	100
<u>Tug Boat "Philadelphia":</u>							
Captain	100.00	125.00	161.75	61.75	62	36.75	29
<u>Barges:</u>							
Captain	65.00	90.00	180.00	115.00	177	90.00	100

Attention is called to the fact that the rates reported by the railroads for the above classes of employees do not agree with the rates reported by the employees in their Exhibit "E."

It will be noted from the foregoing statement that the increases these employees have received are in excess of the increased cost of living and exceed the rates at New York and Philadelphia. The rates paid on the ferry boats in the

Hampton Roads District are also higher than the rates paid similar employees in San Francisco Harbor. This is an illustration of the result of the policy pursued during Federal control of handling wages of these marine employees in the light of local conditions and in harmony with the rates paid other marine employees due very largely to wages of the United States Shipping Board. During the war it is well known that the labor situation in the vicinity of Norfolk was very acute and necessitated almost continuous consideration of requests from the various classes of employees for adjustments to meet the constantly changing conditions.

NEW ORLEANS

The licensed deck officers of the Port of New Orleans ask that their **wages** be readjusted to conform to the wages paid licensed deck officers in the port of San Francisco doing similar work.

They assert (page 1447 of the proceedings):

1. The class and size of vessels are similar in the two ports,
2. Passengers carried and tow boats are as large,
3. The congestion is as great,
4. The tidal and climatic conditions are equally difficult,
5. The character of the docks make that feature of the work equally difficult,
6. Equality of responsibility,
7. Equality of working conditions and inequality of wage increases compared to increased cost of living.

The submission is indefinite as to the geographic extent of the Port of New Orleans, and as there are many ferries of various and widely different character, on the Mississippi River and its tributaries, we believe that the Port of New Orleans should be restricted to the immediate vicinity of that city and that such service at any other point should be considered on its individual merits. We cannot add anything to what has been said herein, as applying particularly to this point, except to emphasize that wages have already been materially increased and now provide a fair standard of living.

The present wages and working conditions of these employees were established by recommendations of the Board of Railroad Wages and Working Conditions, promulgated by the Director General. In November, 1919, these employees presented to the local management of the railroads involved a wage scale similar to the one presented to your Board and the records of the Board of Railroad Wages and Working Conditions will show the rates recommended by the railroads at that time. The following statement shows the rates of pay of the masters, mates and pilots at New Orleans, year 1915, at present and the rates proposed by the employees:

POSITION	December 1915	Present	Proposed	INCREASE			
				Proposal over 1915		Proposal over Present	
				Amount	P. C.	Amount	P. C.
<u>Southern Pacific "Carrier":</u>							
Master-Pilot.....	\$150.00	\$200.00	\$250.00	\$100.00	67	\$50.00	25
<u>Southern Pacific Tugs "El-Vivo" and "El-Listo", Barges "Mastodon" and "Mammoth":</u>							
Master-Pilot.....	125.00	200.00	250.00	125.00	100	50.00	25
<u>Southern Pacific "Restless":</u>							
Pilots.....	100.00	150.00	190.00	90.00	90	40.00	27
<u>Louisiana-Mississippi "Albatross" and "Pelican":</u>							
Captain.....	165.00	200.00	250.00	85.00	51	50.00	25
<u>Gulf Coast Lines—"B. F. Yoakum":</u>							
Master.....	160.00	200.00	250.00	90.00	56	50.00	25
Master.....	150.00	190.00	250.00	100.00	67	60.00	32
<u>Texas and Pacific "L. S. Thorne":</u>							
Master.....	160.00	200.00	250.00	90.00	56	50.00	25
Pilot.....	150.00	190.00	250.00	100.00	67	60.00	32
Pilot.....	140.00	190.00	250.00	110.00	90	60.00	32

It is our opinion that there is very little comparison between the conditions of service in New Orleans and San Francisco and no justification for the equalization of rates. The masters, mates and pilots at San Francisco have heretofore enjoyed a differential over the same employees at New Orleans, and as the prevailing wages have no doubt been based on the elements of training, skill, responsibility, experience, and living conditions in each respective port, we do not feel that any change tending toward equalization is warranted.

PRESENTATION COVERING SHOPMEN'S PROPOSAL

MAY 26, 1920

The Committee representing the Railroads has considered the presentation made by the Railway Employees' Department of the American Federation of Labor to the Board.

Before proceeding with the body of our brief, in which we will endeavor to set before the Board the position of the Carriers in regard to the request that has been made to your Honorable body by representatives of the employees, we desire to recite for your information, as briefly as we can, our views of the occurrences that have caused the wages and working conditions that existed prior to Federal control to develop into the rates and conditions of today, insofar as railway shop employees are concerned.

Prior to Federal control, railroads, like the industries, paid such rates and offered such conditions as in their judgment were fair. These rates had at least to be sufficiently attractive to obtain the necessary force in competition with the industries; in other words, the railroads were on the same footing in this respect as the industries.

On December 28, 1917, the Federal Government took over the railroads for operation. On January 18, 1918, the Director General of Railroads created a Board known as the Lane Commission, to consider the question of all railway rates for labor, and report thereon. This Commission took as a base, rates paid as of December, 1915, and starting just below those who earned \$250.00 per month, recommended a graded increase which increased in the percentage of the monthly wage as the monthly wage decreased in amount. Appropriate provision consistent with the above was made for daily and hourly work and piece work. The Director General in General Order No. 27 granted the rates recommended, except that in addition he granted to the shop crafts a minimum hourly rate of 55 cents for craftsmen not included in the recommendation of the Lane Commission.

The above action resulted in changing the relations that existed in the rate structure of the large majority of the railroads in the country.

The functions of the Lane Commission ceased with their report and there were appointed various permanent boards to handle wages and grievance matters, among which was the Board of Railroad Wages and Working Conditions, whose duty it was to handle applications for wage advances.

On July 25th, 1918, the Director General issued Supplement No. 4 to General Order No. 27, thereby granting a further increase to hourly paid mechanics in the shop crafts to 68 and 58 cents per hour, 45 cents per hour for helpers and 25 cents per hour for apprentices but made no further advance for piece workers. General Order No. 27 having recognized the principle of the eight hour day, Supplement No. 4 extended to the great majority of railroad employees where such conditions had not previously existed, the payment of time and one-half for time made beyond eight hours on week days and for all time made on Sundays and seven designated holidays annually. It also classified all the work of a mechanical nature on railroads as belonging to the various crafts, and as a consequence it was necessary to pay 68 and 58 cents per hour for all of it in lieu of the graded rates for work requiring varying skill paid prior to Federal control. Later, Interpretation No. 3 to General Order No. 27 defined the method of applying the increases to piece workers by reason of which piece work earnings were reduced and later still piece work was eliminated by executive order wherever the Managements were advised by the representatives of the employees that the employees on the railroad in question desired the elimination.

As a result of the above action the strongest incentive to output and efficiency (piece work and graded rates) was taken from the control of the Management—nothing was left to offer the men as an inducement to excel in any direction; all were treated alike.

On January 7th, 1919, the employees made a further request upon the Director General for an advance of the so-called minimum rates; namely, from 68, 58 and 45 cents for craftsmen, helpers, etc., to 85 and 60 cents respectively. In pursuance of a letter from the President, dated August 25th, 1919, an order was issued by the Director General whereby the rates above quoted were increased to the present rates of 72, 67 and 49 cents per hour.

The Federated Shop Crafts are now requesting increases as follows:

"(1) For all Machinists, Boilermakers, Blacksmiths, Sheet Metal Workers, Electrical Workers and Carmen, as defined in the National Agreement, and Molders, including Cupola Tenders and Coremakers, as defined by Supplement No. 4, establish a minimum hourly rate of 85 cents.

"(2) For Helpers, above crafts, establish a minimum hourly rate of 60 cents.

"(3-a) Regular Apprentices, all crafts, shall receive as starting rate, 35 cents per hour, with an increase of 2½ cents per hour for each 6 months thereafter, up to and including the first three years, 5 cents per hour increase for the first six months of the fourth year, and 7½ cents per hour increase for the last six months of the fourth year.

"(3-b) Helper Apprentices, all crafts, shall receive the helpers' minimum hourly rate for the first six months, with an increase of two cents per hour each six months thereafter until they have served three years.

"(4) Foremen, Assistant Foremen and Gang Foreman (Leaders) shall be paid on an hourly basis and receive the same overtime compensation as is paid mechanics.

Gang Foremen shall be paid a minimum hourly rate of \$1.00.

Assistant Foremen shall be paid a minimum hourly rate of \$1.05.

Foremen shall be paid a minimum hourly rate of \$1.10.

"(5) Step rates of Article 2, Section 2-A, of Supplement No. 4 to General Order No. 27, shall be increased by bringing all rates of Section 2-A, up to the rates provided for in Section 2, and then adding 17 cents per hour thereto.

"(6) Minimum differentials.

MACHINISTS. Machinists required to inspect locomotives and swear to reports required by the Federal Locomotive Inspection Law, shall receive five cents per hour above the minimum rate paid machinists at the point employed.

Autogenous welders shall receive five cents per hour above the minimum rate paid machinists at the point employed.

BOILERMAKERS. Boilermakers assigned as boiler inspectors, also flangers, layers-out, and autogenous welders shall receive five cents per hour above the minimum rate paid boilermakers at point employed.

Helpers on flange fires shall receive five cents per hour above the helpers' rate at point employed.

BLACKSMITHS. Blacksmiths working or making material 6 inches or over shall be classified as hammer-smiths and shall receive 10 cents per hour above the minimum rate paid blacksmiths at the point employed.

Blacksmiths working material 4 inches or over shall be classified as heavy fire blacksmiths and shall receive five cents per hour above the minimum rate paid helpers at point employed.

Hammer operators; and helpers working with hammersmiths or heavy fire blacksmiths shall receive five cents per hour above the minimum rate paid helpers at point employed.

Furnace operators (heaters) operating furnaces for hammersmiths shall receive the minimum rate paid blacksmiths at the point employed.

Autogenous welders shall receive five cents per hour above the minimum rate paid blacksmiths at the point employed.

SHEET METAL WORKERS, Autogenous welders shall receive five cents per hour above the minimum rate paid sheet metal workers at point employed.

ELECTICIANS, Autogenous welders shall receive five cents per hour above the minimum rate paid electrical workers at point employed.

CARMEN, Autogenous welders shall receive five cents per hour above the minimum rate paid carmen at point employed.

For **COACH CLEANERS** establish a basic minimum rate of 45 cents per hour, and to this rate and all rates above 45 cents per hour add 11 cents, making a minimum rate of 56 cents.

"(7) These increases are not to be applied in such manner as to reduce present rates of pay.

"Monthly salaries paid foremen and other minor supervisory forces shall be divided by 204 hours, and if the result be less than the minimum hourly rates above provided for Foremen, Assistant Foremen and Gang Foremen, respectively, then the hourly rates above provided will apply. However, if the result be greater than the hourly rates above provided, then the hourly rates secured by dividing the monthly rates by 204 hours shall be the hourly rate.

"The rates herein specified to be effective as of January 1, 1919, and to be augmented to the extent that the cost of living has increased since January 1, 1919. For the purpose of application, this percentage shall be reduced to its equivalent in cents per hour or decimal parts thereof. These rates of pay to be incorporated in the National Agreement, negotiated by the organizations signatory hereto, effective May 1, and October 20, 1919, and continue in effect until changed by recognized authority."

We submit herewith table which shows for the month of January, 1919, the average hourly rate of the various classes of shop employees included therein. Inasmuch as there were some step-rate men still in the service in that month the average hourly rate is slightly below the journeyman's rate established by the National Agreement. As for example, in the case of Machinists, the records of the Board of Railroad Wages and Working Conditions will show that 12½ per cent of the machinists in service during the month were so-called step-rate men and the balance were receiving the full journeyman's rate.

The employment of step-rate mechanics was prohibited by an order issued by the Railroad Administration in July, 1918, but this order permitted the continuance in service of such step-rate men as were then in the service. When such men have served their four-year period they will be paid the full journeyman's rate.

The table will show that from 1915 to the present time the crafts have received increases as follows:

	Cents per Hour	Per Cent
Machinists.....	.3122	80
Boilermakers.....	.3277	86
Blacksmiths.....	.3159	77
Sheet Metal Workers.....	.3387	92
Electrical Workers.....	.3288	94
Carmen.....	.3724	125
Molders.....	.2808	66
Total (All Mechanics).....	.3473	103
Helpers.....	.2516	103
Regular Apprentices.....	.2078	152
Helper-Apprentices.....	.2374	88

It will be noted that the increases the shop crafts have asked for would give the following increases over 1919:

	Cents per Hour	Per Cent
Machinists.....	.1457	20
Boilermakers.....	.1423	20
Blacksmiths.....	.1265	18
Sheet Metal Workers.....	.1448	20
Electrical Workers.....	.1714	25
Carmen.....	.1811	27
Molders.....	.1488	21
Total (All Mechanics).....	.1659	24
Helpers.....	.1053	21
Regular Apprentices.....	.1553	45
Helper-Apprentices.....	.1021	20

The proposed increases over rates in effect in 1915, would be as follows:

	Cents per Hour	Per Cent
Machinists.....	.4579	117
Boilermakers.....	.4700	124
Blacksmiths.....	.4424	108
Sheet Metal Workers.....	.4835	132
Electrical Workers.....	.5002	143
Carmen.....	.5535	186
Molders.....	.4296	102
Total (All Mechanics).....	.5132	152
Helpers.....	.3569	147
Regular Apprentices.....	.3631	251
Helper-Apprentices.....	.3395	125

The above shows that these employees have received increases comparing favorably with the increased cost of living and they also compare favorably with those granted other classes of railroad employees.

This statement will also show that carmen have received from 36 to 59 per cent greater increase than Electrical Workers and Molders, respectively, and 22 per cent greater increase than all mechanics as a whole.

STATEMENT SHOWING AVERAGE RATES OF MACHINISTS, BLACKSMITHS, BOILERMAKERS, SHEET METAL WORKERS, ELECTRICIANS, CARMEN, MOLDERS, HELPERS, HELPER-APPRENTICES AND REGULAR APPRENTICES, PERIODS 1915, 1917 (BEFORE G. O. No. 27), AFTER APPLICATION OF NATIONAL AGREEMENT AND PROPOSALS OF EMPLOYEES

CLASS OF EMPLOYEES	Average Hourly Rates of Pay and Proposed Hourly Rate of Pay				INCREASES									
					Present Rate Over				Proposed Rate Over					
					1915		1917		1915		1917		1919	
	1915	1917	1919	Prop'd	Amt.	P.C.	Amt.	P.C.	Amt.	P.C.	Amt.	P.C.	Amt.	P.C.
	(1)	(2)	(3)	(4)	(3 over 1)		(3 over 2)		(4 over 1)		(4 over 2)		(4 over 3)	
Machinists.....	.3921	.4681	.7043	.85	.3122	80	.2362	50	.4579	117	.3819	81	.1457	20
Boilermakers.....	.3800	.4550	.7077	.85	.3277	86	.2527	56	.4700	124	.3950	90	.1423	20
Blacksmiths.....	.4076	.4806	.7235	.85	.3159	77	.2429	51	.4424	108	.3694	77	.1265	18
Sheet Metal Workers.....	.3665	.4285	.7052	.85	.3387	92	.2767	64	.4835	132	.4215	99	.1448	20
Electrical Workers.....	.3498	.3528	.6786	.85	.3288	94	.3258	92	.5002	143	.4972	141	.1714	25
Carmen.....	.2965	.3605	.6689	.85	.3724	125	.3084	86	.5535	186	.4895	136	.1811	27
Molders.....	.4204	.4824	.7012	.85	.2808	66	.2188	45	.4296	102	.3676	76	.1488	21
Total (All Mechanics).....	.3368	.3998	.6841	.85	.3473	103	.2843	71	.5132	152	.4502	113	.1659	24
Helpers.....	.2431	.3001	.4947	.60#	.2516	103	.1946	64	.3569	147	.2999	100	.1053	21
Regular Apprentices.....	.1369	.1939	.3447	.50#	.2078	152	.1508	77	.3631	251	.3061	158	.1553	45
Helper-Apprentices.....	.2705	.3275	.5079	.61#	.2374	88	.1804	55	.3395	125	.2825	87	.1021	20

Note.—The average hourly rates shown for 1919 and 1917 were taken from compilation made by Board of Railroad Wages and Working Conditions from Form RW-S. The rates for 1915 were obtained by the Board of Railroad Wages and Working Conditions by subtracting from the 1917 rates the increase in hourly compensation shown on reports of Interstate Commerce Commission for years 1917 and 1915.

#Estimated.

We consider that the rates of pay requested for Freight Car Repairers is inconsistent with the rates paid skilled mechanics such as Machinists, Boilermakers, Blacksmiths, Patternmakers, Cabinet Makers, Upholsterers, Passenger Car Letterers and Strippers, etc.

It has never been the practice to pay Freight Carmen a rate anywhere near that paid skilled mechanics until Supplement No. 4 to General Order No. 27 was issued.

This has created more dissatisfaction among the railroad employees generally than any one order that has been issued. A patternmaker who furnishes a large number of expensive tools, whose work requires special training to calculate shrinkages in making patterns that can be successfully used in foundry work, a cabinet maker who is highly skilled in cabinet work and who also requires a large complement of tools to perform his work, Upholsterers and Passenger Car Letterers and Strippers can be consistently classed comparable to the skilled mechanic in the metal trades but Freight Car Repairers who do not require any great amount of skill or training and who furnish but a very few of the tools used—in many cases they do not furnish any—should not be considered in the class of skilled workmen.

SUBORDINATE OFFICIALS

The following is quoted from the organization's presentation:

4th. "The Organization comprising the Federated Shop crafts represent all those who perform the work outlined in the crafts' special rules of the Federated shop crafts National Agreement, together with their supervisory force beneath the rank and authority of General Foremen on all railroads and carriers coming within the provisions of the Transportation Act."

The order of the Interstate Commerce Commission, dated Washington, March 23, 1920, entitled "Regulations designating the classes of employees that are to be included within the term 'subordinate official' under Title III of the Transportation Act, 1920," reads in this connection as follows as to these classes:

"(5) The term 'subordinate official' includes officials of carriers of such class or rank as the Commission shall designate by regulation formulated and issued after such notice and hearing as the Commission may prescribe, to the carriers, and employees and subordinate officials of carriers, and organizations thereof, directly to be affected by such regulations.

"Public hearing having been had on March 15, 1920, 'for the purpose of determining what classes of officials of carriers shall be included within the term 'subordinate official,' as that term is used in Sections 300 to 313, both inclusive, of said Transportation Act, 1920,' the Commission prescribes that the term 'subordinate official' as used in said portions of said Act shall include the following:

"Foremen. This class shall include foremen of mechanics, shops, tracks, bridges, etc., who are not vested with authority to employ, discipline or dismiss subordinates."

The ruling of the Interstate Commerce Commission does not differentiate as between General Foremen and any other Foremen who are vested with authority to employ, discipline or dismiss subordinates, and this Committee holds that any Foremen who supervise other employees, are by reason of their relationship and responsibilities, vested with authority to discipline subordinates, and are, therefore, officials within the meaning of the Interstate Commerce Commission ruling.

(1) RATES PAID IN OUTSIDE INDUSTRIES

The consideration of the rates paid the various shop crafts in other similar industries at once raises the question of uniform rates for each craft in all railroad shops throughout the United States.

The rates for each craft in outside industries have in the past varied considerably in different parts of the United States. Rates were fairly uniform over a particular region throughout which competitive conditions existed; but in other regions different bases existed; and in outside industries these conditions still exist, and will continue to exist. Prior to Federal Control railroad shops in the various competitive regions had to meet the rates prevailing in such regions, respectively. On the same system rates frequently varied in different shops according to the rates paid in outside shops at the particular points where the railroad shops were located.

Nor can it be seen how this condition can be avoided in the future, if for example, a uniform rate were established by your Board which was based on the average of the rates paid in the United States, such rate would necessarily be above the scale paid in outside shops in some regions, and below the outside scale in other regions. In the regions where the railroad rates were below the outside rates, the railroads would not be able to maintain their forces unless they went above the uniform rates fixed by the Board, while in the places where your rates were in excess of the prevailing rate no reduction could be made.

The only way to fix a uniform rate that would not have to be increased voluntarily in the same sections in order to maintain adequate shop forces at all times, would be to fix a rate based on the highest rate found to prevail in any section of the United States in which railroad shops were located, and the mere mention of such a plan at once suggests its absurdity. We believe that in order to enable railroad managements to maintain adequate shop forces at the various points where their shops are located, it will be necessary to provide a plan for the payment in railroad shops of rates which take into consideration the prevailing rate in the surrounding territory for the same character of work.

In considering "the scale of wages paid for similar kinds of work in other industries," we are also brought face to face with the fact that in these industries rates are based on the actual skill required in the different kinds of work that may be performed by a craftsman in a single occupation.

For instance two men classed as machinists may be engaged on two different kinds of work which require very different degrees of training and skill, and in outside industries these men would not receive the same rates, but would be paid rates bearing some relation to the character of work performed. We believe that subtitle (1) of Section 307 (d) requires this aspect of wage rates to be taken into consideration by your Board; and we believe that subtitle (4) requires consideration of the degree of "training and skill" required within the individual crafts as well as between craft and craft.

(2) THE RELATION BETWEEN WAGES AND THE COST OF LIVING

The foregoing statement shows that the rates now in effect under the order of August 23rd, 1919, have been increased from 66% as to molders to 152% for regular apprentices above the hourly rates in effect in 1915, with an average increase in the hourly rates for all mechanics of 103% over the rates effective in 1915.

Therefore it would appear that the average increase to all mechanics since 1915 is fully as great as the increased cost of living during that period and that, therefore, the increased cost of living does not require separate consideration in arriving at a just and reasonable rate for this class of employees.

(3) THE HAZARDS OF THE EMPLOYMENT

There are, of course, some hazards necessarily incident to working with or around power machinery. Such hazards are fairly comparable with those encountered in industry generally where employees, in the performance of their work, are required to make use of machinery operated by power. The railroads, like other employers, endeavor to reduce such hazards, and a campaign of education as to care in the use of machinery, together with the installation of safety devices has gradually brought about a reduction in the hazards incident to the work of this class of employees. In Exhibit No. 2 it is shown that separate records as to shopmen compiled by the Interstate Commerce Commission cover the year 1917, the latest statistics now available from the Interstate Commerce Commission compilation cover only the two years, 1917 and 1918. From this Exhibit it appears that there has been a reduction in the number of injuries per one thousand employees classified as shopmen, from 160.3 in 1917 to 122.7 in 1918. Likewise Exhibit No. 5 shows that upon the Pennsylvania System where accurate record has been kept covering years 1914 to 1919, inclusive, the fatal injuries per one thousand employees was reduced from .53 in 1914 to .27 in 1919, and the number of employees injured per one thousand employees classified as machinists and helpers, was reduced from 285.14 in 1914 to 219.21 in 1919. From these statistics it would appear that the hazard incident to this particular class of employees is gradually being lessened.

Exhibit No. 3 shows that the number of casualties per million man hours in 1917 and 1918 were next to the lowest of all classes of railroad service—that the total casualties were lower in 1918 than in 1917.

Examination of Exhibit No. 5 shows no exceptional hazard for these classes as compared with the average of all employees and would indicate that as a class their work is less hazardous than the average and much below some of the other classes.

(4) TRAINING AND SKILL

The training and skill for shop crafts such as Machinists, Boilermakers, Blacksmiths, Sheet Metal Workers, Moulders, Patternmakers, Cabinet Makers, Coach Carpenters, Upholsters, Letterers and Stripers, and Varnishers is recognized as the highest skill in railroad shops and is comparable with the same class of work performed in the outside industries, being generally obtained by years of experience.

In connection with the skilled crafts of Machinists, Boilermakers and Blacksmiths it has for years been the practice to maintain periods of apprenticeships. In the other Metal Crafts, i. e., Sheet Metal Workers and Electrical Workers, if there were apprenticeships they were few in number, the mechanics in these crafts having generally been made from helpers. In the Car Department, apprenticeships were in effect under only a limited number of schedules. On the large majority of the railroads, no apprenticeship training was known. Well established practices were in effect under which men were advanced according to their capacity. As a rule beginners were engaged in repairs to freight cars; they were advanced in rates as they became better qualified. When they showed the necessary ability they were advanced to car builders. In the Coach Department, the work usually was maintained separately from the Freight Car Department. Especially skilled men in the Freight Car Department were transferred to the Coach Department. Prior to the rules promulgated by the Railroad Administration no attempt was made to create an apprenticeship in that Department, as it was accepted that it was no distinct trade and young men desired to learn a trade which at the end of four years would make them a mechanic in a skilled trade warranting the payment of the higher rates.

Under Supplement No. 4 provision was made for employing car men at step rates, and graduated according to years of experience, so that, to a very large extent, the present forces on the car repairs, have not spent four years in the several classes of work prescribed for the apprenticeship, i. e., on general freight work, wood and steel; air brake work; mill machine work; general coach work, wood and steel. We venture the statement that very few of the present forces could qualify to this complete provision.

The men engaged in freight car repairs have devoted practically all their service to that class of work, and experience has shown that the work does not require such full apprenticeship for qualification. The present arrangement also provides for helpers in the Car Department, but with the conditions as to the available supply of labor, immediately preceding provisions for graduated rates based on years of experience, and the further obligation to pay the journeymen rates to all hired mechanics, the provision for helpers has not been of general benefit, it has been possible to only a limited extent to employ helpers in that department, particularly because of the line of demarcation between work permissible for a helper to perform and that of the journeyman.

(5) DEGREE OF RESPONSIBILITY

While we desire in no wise to detract from the importance of the shop crafts' work, yet it is manifest that in comparison with many other classes of railroad employees such as the engineers, the train dispatchers, the signalmen or generally those engaged in train service, the mechanic's responsibility is slight. The responsibility of the mechanic consists largely in carrying out the orders of his foreman and performing the work assigned in a proper mechanical manner. Much of his work is important and requires knowledge and skill, and his training and ability to efficiently perform such assignment constitute the skilled craftsman and is the principle basis which governs his compensation. The output of these mechanics is subject to constant inspection in all of its stages and is usually tested before it is put to the severe test of actual service.

(6) REGULARITY OF EMPLOYMENT

Railroads reflect fairly accurately the conditions of general industry and as the volume of business varies the requirements for shop forces varies. The irregularity of employment in railroad shops, therefore, would be very much the same as in many outside industries, but would not be subject to such irregularities and fluctuations as are found, for instance, in the building trades and in structural plants producing building material.

(7) INEQUALITIES

Prior to January 1, 1918, railroad wage rates by the orderly processes of adjustment extending over a long period of time had reached a point where the rates of the different crafts had been established on such a basis that reasonable differentials existed between the different crafts and occupations, bearing proper and reasonable relation to each other, based on the character of service or degree of skill required.

General Order No. 27, however, disregarded these relationships by the creation of a minimum rate for all mechanics, while at the same time not raising carmen, helpers and apprentices in a like ratio. This unsettled the relationship that previously existed between the crafts and occupations. Subsequently Supplement No. 4, issued July 25, 1918, in defining the work embraced under the classification of the different shop crafts, disregarded the degree of skill required to perform certain classes of work which resulted in raising large numbers of men to the classification of mechanics whose work prior thereto had only been considered as helpers or unskilled work. It further advanced Carmen to a position where the former differential existing between them and the shop crafts was reduced materially and increased materially over the rate of helper to the mechanical crafts to which prior thereto it bore a close relationship. Orders of the Director General, dated August 25, 1919, advancing all Carmen to a rate of 67 cents per hour further decreased previous differentials existing between them and the mechanical crafts. Where from time immemorial helpers and carmen's rates had been almost on a parity, by this latest order they were given the unwarranted advance of 36% above the rates of helpers.

It will be noted that the advance over the average rate of 1915 for the entire United States was 125%. There were wide variations in the rates for the employees coming within this classification with the result that when they were increased to the higher classification, the increases attracted general attention and resulted in perhaps as great adverse comment as any increases granted during Federal Control, not only on the part of the public but by other railroad employees. It is now proposed to remove the slight differential between their rates and those of the accepted skilled mechanics, which could only result in accentuating the existing dissatisfaction, as it will have the effect of advancing their rate to the extent of 186% above the average rate of 1915 for the whole United States.

PROPOSED AGREEMENT

The following is quoted from the submission:

"(1) Agreement between the United States Railroad Administration and the employees represented by the Railway Employees Department of the American Federation of Labor and its affiliated organizations of the Mechanical Section and Divisions Nos. 1, 2, and 3, thereof, signed for the railroads by Walker D. Hines, Director General of Railroads, and for the organizations by:

J. F. Anderson, Vice President, International Association of Machinists.

Louis Weyand, Acting President, International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

Jas. W. Kline, President, International Brotherhood of Blacksmiths and Helpers.

J. J. Hynes, President, Amalgamated Sheet Metal Workers' International Alliance.

Jas. P. Noonan, Acting President, International Brotherhood of Electrical Workers.

Martin F. Ryan, President, Brotherhood Railway Carmen of America.

B. M. Jewell, Acting President, Railway Employees' Department of the American Federation of Labor.

"This agreement is dated September 20th, 1919, copy of which is attached.

"The provisions of the above referred to agreement and the interpretations thereof, issued by the United States Railroad Administration to be applied to all railroads and carriers coming under the Transportation Act of 1920, and to be effective as of March 1, 1920, except as to rates of pay, which are to be as herein requested."

Request is made for the continuance of this agreement. Our position in regard to the National Agreements has been fully set forth in our response to the submissions of the Clerical and Station Employees, Signalmen, Maintenance of Way and Stationary Firemen and Oilers, and the same arguments there employed apply equally to the shop crafts.

CONCLUDING REMARKS:

MAY 26, 1920

Mr. Chairman and Gentlemen of the Board:

While this concludes our answers to the submissions of the organizations, they have not been as full and complete as we would like to have had them. Owing to the necessity for prompt and quick action, which we realize is desirous and important, we have only been able to dwell upon some points in a general way.

We had hoped to submit certain important information showing in detail the benefits derived by the employees from the application of the various awards of the Federal Administration, and also in detail what would be produced, in addition, by the granting of their requests for increased pay which are now before the Board.

The information is being compiled, however, and will be submitted after it has been completed.

It has been our endeavor to concisely present to the Board the present wage rates, the bases upon which they were devised and the rules for their application, and to illustrate the application of the present proposals to the existing relations as between classes of employees, and to the conditions under which service is performed. We feel that this can not properly be considered as opposing just and reasonable wage rates.

As stated at the outset of our presentation we are not opposing fair increases in existing rates of wages, where increases are shown to be justified, and likewise, as stated at the beginning of our presentation, we believe equally that in return for a fair wage every employee or organization of employees should feel obligated to give efficient and ungrudging service.

It is our thought that this issue is one of wage adjustments alone, and that only such rules as will be directly affected by such adjustments should be considered at this time.

We have endeavored to show, as far as our time permitted, the punitive results of many of the proposals.

The railroads are hemmed in already with rules which, while they may originally have been designed to correct improper conditions, through their continuance and rigid application under changed conditions have no other effect than to increase payments by means other than the regular wage rates. It is our request that all increases awarded, shall be given in the rates and not through punitive rules.

With reference to the perpetuation of the National Agreements which the organizations have requested, we desire once again to state our position to the Board. These National Agreements were not a part of the issue when before the President of the United States, nor the Director General for consideration, nor when, under Section 301, of the Transportation Act, this committee was appointed and met with the organizations' representatives to consider this wage matter.

The employees' exhibits which set forth the National Agreements,

Clerks—(Exhibit A, page 832)

Signalmen—(Exhibit A-1, page 1170)

Maintenance of Way—(Exhibit "A," proposed agreement, page 1248)

Shopmen—(Referred to on page 1642 of proceedings)

Firemen and Oilers—(Exhibit A, page 1734)

show how numerous and detailed are the various provisions contained therein and demonstrate the necessity for careful consideration of such an important and intricate problem. Therefore, if this Board should decide to take up the question of the National Agreements, it would seem appropriate that to properly consider and decide the many details of the National Agreements, there be first presented by the employees their arguments in support of the various details and the justification for their applying alike on each and every railroad, and that thereafter a reasonable opportunity should be given the railroads to analyze such supporting arguments, and to prepare and submit their replies thereto.

SUR-REBUTTAL

TRAINMEN

It will be our endeavor to briefly call attention to only such features of the several statements in rebuttal which are not particularly covered by our original submission as we feel that the original presentations on behalf of the employers rather fully touch upon the matters which are again referred to in the rebuttal.

Where the same subject is dealt with by more than one organization, in the interest of brevity we will endeavor to make our comments apply to all the representations.

As to the expenses of trainmen covered by the supplemental statement on behalf of the Trainmen, we feel that there is no occasion to add anything to our opening statement. However, we do think it only proper to call attention to the method used for showing the annual cost of living of trainmen. Detailed statement is shown of the expenses of a trainman on the Great Northern Railroad for a 15 day period. This 15 day period, or one half month, is multiplied by 24 to produce the cost per annum, which estimated cost per annum is also used in illustrating the cost of living for a trainman in Maine, Arkansas and the State of Washington. Attention is simply called to the fact that the itemized list contains many items which it will be apparent that it would be improper to multiply by 24.

In regard to the request that the tables of statistics and data furnished by the Manager's Conference Committee be carefully checked with the data that was collected by the Board of Railroad Wages and Working Conditions and other agencies of the United States Railroad Administration or by an investigation of your own. Insofar as data compiled by this Committee is concerned, we wish to remark that some of it had to be hurriedly prepared and by many different people and it may be found to contain some errors. Precautions were taken to avoid errors, but as in any case where haste is essential, there is increased possibility of error. As to the data prepared by the Railroad Administration: In our opening statement we explained the care they took to insure accuracy. We heartily concur in the suggestion that the Board take steps to verify the reliability of statistics furnished and we will co-operate in every way the Board may desire to insure the correctness of any data submitted.

As to the comments concerning the tables submitted showing the high rates paid to certain passenger men running between certain points on the Erie, Lehigh Valley and New York Central. The statements covering runs on the Erie and Lehigh Valley, as shown by the submission, were prepared at the time the case was originally heard in July, 1919. In preparing our answer to the proposals we were compelled to use such data as was at hand and had no opportunity to obtain information concerning other runs. We are very confident that the runs described on the Erie, Lehigh Valley and New York Central are not exceptional and that if the time permitted, it would be found that there are numerous other similar runs. In connection with Exhibit C-1 we called attention to the fact that more than 65% of the passenger trains exceeded 160 miles per trip.

We are opposed to using extreme cases showing either exceptionally high or exceptionally low earnings. Recognizing the limited value of statistics showing averages, the records of the present hearings will show that we proposed forms for obtaining the actual earnings of all classes of employees and the service performed. The Board is familiar with the disposition made of our suggestions in that respect, which it is unnecessary to repeat here. As the Board has been advised, we have distributed the forms to the railroads. They are in process of compilation and we are hopeful that complete information will be accessible to the Board in time to be of use in the present case. If complete information for all roads is not obtainable, we are hopeful that the situation on at least a few of the roads will be available.

As to the provisions of Article V on page 23 of General Order No. 27 concerning reduction of mileage of employees paid on the mileage basis. As explained in our opening statement, a very large proportion of the through passenger service is operated by train and engine crews who do not work day for day, but whose assignments are so laid out that they may work two days with one day off, or even they may work only as much as 16 days in the month with 14 days off. On the New York Central runs in question which were first mentioned by the representatives of the conductors, the assignments were so laid out that the crews average from 16 to 18 trips per month, averaging 10 hours and 30 minutes per day. Mr. Doak explained that recently because of decision of Board of Adjustment No. 1 (of which we had not previously been aware) additional crews have been added to this pool. It will be evident to the Board that the effect of this will be that the number of trips per crew will have to be reduced, and instead of the men making from 16 to 18 trips per month, they will run as many less days as the additional crews absorb, with the corresponding increase in the number of days off duty. While the Article in question appears in General Order No. 27, which was issued early in the period of Federal Control, it appeared at a time when there was a general shortage of labor, not only on the railroads, but in all industries, and the railroad officials found it impossible to apply the instructions because of that condition. This was apparently recognized by the Railroad Administration as the understanding between the Railroad Administration and the engine organizations in regard to the reduction of mileage per crew was not entered into until September, 1919.

In connection with the New York Central runs which have been particularly commented upon, as also the Lehigh Valley and Erie runs. It is our opinion that these through runs have been operated in the manner shown by the Exhibit for a great many years. The Erie for years operated between New York (Jersey City) and Buffalo, but within the last few years were changed to operate between New York (Jersey City) and Salamanca. The New York Central runs have been operating between New York and Buffalo on their through trains for 25 years or more, but the number of crews in the pool so operating, of course, has increased as the train service increased. The character of the service, speed at which the trains are run, the limited number of stops, and time on duty were thoroughly gone into in two separate arbitrations (1910 and 1913) and under each of the arbitrations it was decided that the character of service performed by the employees justified payment at lower rates per mile than other classes of service. The language of the provisions of General Order No. 27 referred to:

"Since the application of the increases hereby granted will tend in individual cases to give increases greater than is appropriate or necessary to those train and engine men who make abnormal amounts of mileage and who, therefore, make already abnormally high monthly earnings**."

we feel will naturally raise the question of what there is in the mileage basis of pay that should necessitate such a recourse for preventing excessive earnings when the conditions under which the mileage is made cannot be onerous, and the arrangements of the runs having been agreeable and satisfactory to the employees during so long a period of time. It was pointed out during the progress of the hearings that it is necessary for the railroad to maintain extra men for the train and engine service. Extra lists have to be maintained in certain proportions to the regular lists, depending upon the class of service covered and the size of the regular lists. As the regular lists are increased the extra lists are increased proportionately in order to fill vacancies caused by regular men laying off for personal and other reasons. Passenger trains must be operated on schedule and other trains as the business conditions require. This necessitates extra men being available for call on short notice. This situation is different from the work in the shops, maintenance of way forces, station forces, clerical forces, etc., where it is the exception to have to provide immediate relief, the character of the work permitting of the employees being off duty.

It will be apparent that where the minimum day provisions are not involved and all the service operated is paid for on the mileage basis, the question of cost to the railroad company does not enter into the question of the number of crews to be assigned to groups of runs. It has been intimated that the railroads are interested in perpetuating assignments or pools for the men to make high mileage in order that in cases of arbitration, or like the present proceeding, examples can be shown of excessive earnings. It has been stated to the Board by the representatives of the Conductors and Trainmen that the older employees are engaged on these high mileage runs. The Managements feel that the older employees are entitled to these preference runs and should have the opportunity to make the earnings which result therefrom, but in arriving at what mileage rate is proper, the managements feel that all the characteristics of the service should be taken into consideration and not exceptional conditions. It was for this reason that we stated in our opening presentation that we regretted that time did not permit of compiling statements showing the conditions at this time and further, that we felt confident that if such information were at hand it would show very little difference in the proportions of the runs of the different lengths.

As to the statement concerning Exhibits submitted by the Managers' Conference Committee dealing with long freight runs on which a trip was made each day. We submitted Exhibit showing all freight runs, showing proportions making 100 miles and less, in groups of 10 mile spreads, up to 160 miles and over. We feel it must be apparent that if there had been any intention on the part of this Committee to base its position on a few typical runs it would not have submitted a statement showing the complete situation in order that the Board might have information concerning the characteristics of all service paid the freight rates. As stated in connection with the passenger exhibit, we would prefer to have information showing the present situation, but as time does not permit of its compilation we have had to use the only data available, but we are hopeful that up to date data will be available in time for consideration in the present case.

As to the remarks concerning the provisions of paragraph (d) of Article IV. of Supplement No. 16 to General Order No. 27 dealing with the reassignment of runs in order to avoid excessive overtime, etc. It is stated that this rule gave the Companies ample opportunities to re-arrange runs in order to avoid excessive overtime payments accruing on short turn-around runs or other passenger runs as a matter of fact. This is true as dealing with the conditions at the time the order was originally handed down, but in our submission we pointed out that the service changes seasonally and otherwise as traffic conditions may require and the conditions dealt with in the paragraph in question are involved whenever time-tables are changed. Therefore, it is essential that the provision in question be continued as it deals with a continuing condition. In our opening statement we abbreviated the discussion in connection with this rule as far as we could, but we wish to emphasize the importance of the Board keeping in mind the conditions described in our opening statement in connection with this Article, beginning on page 2255 of the proceedings.

In regard to the remarks concerning the Exhibit which we introduced showing the monthly guarantees in passenger service in which a column appears covering a 30 day guarantee. It was explained when this Exhibit was introduced that the requests were not for a 30 day guarantee but that the column showing the 30 day guarantee was inserted in order that there might be a proper comparison between the existing guarantee and the guarantee proposed. We feel it will be readily apparent to the Board that it is absolutely improper to compare a guarantee for 26 days with a 30 day guarantee when the service covered by the guarantee necessitates operation in excess of 26 days and the effect on the earnings can not be gauged by a period which does not correspond with that covered by the service.

Regarding the statement, "We desire to refute the impression that the trainmen have asked for time and one-half for Sundays and holidays and then expect in addition thereto to receive time and one-half on top of this for overtime, or ask for double payments in addition to the guarantee." An examination of the proceedings will show that we stated that the proposition was vague and indefinite and **was open to the construction** that one and one-half times time and one-half could be claimed. A literal construction of the request would make it appear that one and one-half times time and one-half was intended. Questions under these rules have to be handled with Local Chairmen and General Chairmen on all the railroads, and any rule as vague and indefinite as that proposed would provoke numerous controversies, and while we feel that there is no justification whatever for the rule requested, we merely use it as an example of the importance of rules being clear and distinct and capable of only one interpretation.

This question is discussed further in the statement in rebuttal regarding certain questions in connection with guarantees in pool or unassigned service. In the example of a crew starting out on Saturday night and terminating run on Sunday morning, or starting out on Sunday and terminating the run on Monday morning, the statement was made that the crew would receive 2 hours at the straight time rates for the Saturday service and 8 hours at time and one half for Sunday service

in the first instance, and in the second instance would receive time and one-half for the 6 hours service Sunday and 2 hours at straight rates for the service on Monday. This reply ignores the provision of the proposal that all miles run shall be paid at the rate of one and one-half. We called attention to the fact that there is no explanation as to how the miles run on Sunday could be calculated and paid for under the rule. The service is not paid for only on hours, but is subject to the dual basis, and the proposition calls for the payment of time and one-half for all time and a mile and one-half for each mile run. Apparently it is the intention that the miles run on Sunday should be treated separately from the miles run on Saturday or Monday and it would be interesting to know how it is intended that the miles run on Sunday shall be obtained when it must be borne in mind that at midnight the train may be between stations which may be a considerable distance apart with no means available for verifying the location of the train at midnight in order to establish the miles to be paid at the straight rate and the miles to be paid at the bonus or punitive rate.

As to the comments concerning the settlement entered into by the Director General and the explanation of the organizations in regard to the disposition of the request for time and one-half for overtime. The statement is made that:

"The question disposed of in Supplement No. 25 to General Order No. 27 was unfinished business arising from a former request, and this being a new request, filed subsequent to the issuance of Supplement No. 16, and which was pending consideration at the hands of the Railroad Administration at the time Supplement No. 25 was issued."

The request for time and one-half for overtime in passenger service was presented to the Railroad Administration on July 3d, 1919, and covered time and one-half for overtime in both passenger and freight service, and we adhere to the position taken in our opening statement that the settlement made by the Railroad Administration covered the complete demands for time and one-half for overtime.

As to mountain differentials: The statement is made that the rule in question was not intended to apply over the complete district where the gradient on a portion of it was 1.8%. If this was not the intent we submit that the rule should have been framed in different language. We have read the submission and are unable to see how it justifies any change in the comments we made upon the original submission. We note that some exception is taken as to the correctness of our Exhibit with reference to the number of trains or the miles affected by the granting of such a rule. The Exhibit shows plainly that no reference is made to the number of trains. It simply shows the number of train districts. Also reference is made to our request for the elimination of the present existing differentials, because the Trainmen would not accept a reduction in pay. We feel that our statement is very plain in this respect and under no reasonable construction can be held to propose there should be a reduction in pay. We plainly stated that if the Board should award rates which exceeded the present rates, composed of the straight rates plus the differentials, then on the basis of past arguments there would be no present justification for a continuance of the differentials. This plainly can not be construed to contemplate a reduction in pay.

As to milk, mixed and miscellaneous service. The explanation given by the representatives of the Trainmen in rebuttal in our mind justifies the revision of the language of the proposal. We have no exceptions to take to the revised rule proposed in the said statement.

As to guarantee in pool or unassigned service, statement is made:

"That it was not the intention, nor is it now intended, to make this a positive guarantee feature, but it was intended that crews would be regulated so that they would make not less than 2,600 miles per month, and if they do not make it, and the company does not keep the crews reduced to this minimum, of course, they would be paid the necessary amount to make this up."

This explanation emphasizes the requests that the proposal is a positive guarantee, and emphasizes the correctness of the position taken in our original answer.

As to the discussion on the monthly, daily or trip bases, arbitraries and special allowances, beginning and ending of day and deadheading: We have no particular comments to make excepting that the explanatory statement emphasizes the necessity, which we pointed out in our original submission, of preserving the present rules where it is intended that there shall be no change therein.

As to the rate of pay for yard service: We have no further comments to make excepting to remind the Board that notwithstanding the argument made by the organizations for uniform rates east of the Rocky Mountains, and opposed to differentials, they adhere to the perpetuation of differentials west of the Denver Territory. If it is proper that all conditions should be ignored east of the Rocky Mountains we are unable to see what justification there is for maintaining higher rates west of the Rocky Mountains.

As to Yardmasters: We covered this situation fully in our original presentation and reiterate that the necessity for maintaining the authority of the officials supervising the work of the employees is vital if efficient and proper service is to be maintained.

In connection with the statement of the representatives of the Trainmen that during Federal control no organization had a voice in fixing the salaries of Yardmasters. This is a fact and was and is absolutely necessary for the following reasons. The Railroad Administration approved graded salaries for Assistant Yardmasters, Yardmasters, Assistant General Yardmasters and General Yardmasters, but recognizing the difference in organizations on the railroads, that is, under certain organizations the duties of an Assistant Yardmaster may correspond with those of a Yardmaster on another railroad, and

vice versa; also the duties of a Yardmaster on one Railroad correspond with those of an Assistant General Yardmaster on another, and likewise with respect to Assistant General Yardmasters and General Yardmasters. Also the importance of the work in individual yards, due to the character of movements required being so variable, maximum and minimum rates were provided for each of the classifications of Yardmasters in order that in the different localities wages could be established which would result in similarity in the wages on all the railroads in the communities, based on the character of the yards. These monthly wages compensated for all service performed and all hours of service, and were devised to yield wages in excess of those of the employees they supervise. They also provided for two days off duty per month, excepting where it had been the former practice to allow more time off. Arrangements were also made to reduce the hours on duty of Yardmasters where the work would permit. The underlying reason for placing these men on a monthly salary was the undesirability of fixing their rates of pay on an hourly basis when they themselves largely regulated the hours necessary to take care of their work, and the additional reason that they regulated the hours of work of the employees whom they supervised, through the manner in which they planned the work. The question of working overtime by the employees was very largely under their control. Further, the discipline and morale of the employees is very largely in the hands of Assistant Yardmasters, Yardmasters, Assistant General Yardmasters and General Yardmasters, and all four classes are in fact responsible for the maintenance of discipline of the employees under their respective jurisdiction. Efficiency and co-operation between all the forces depend entirely upon the manner in which these supervisory forces handle the employees. In addition the decision as to the number of yard engine crews to be worked per shift, is in the hands of these supervisory forces. For these various reasons it was deemed essential for proper operation to draw definite lines between employees subject to the wage orders and supervisory forces. It is our position that these same conditions exist today and there is equal necessity for continuing the differentiation.

As to the statement that before the railroads were taken under Federal control the organizations negotiated rates of pay for Yardmasters and Assistant Yardmasters on several lines. A check of approximately 200 schedules shows that provisions for Yardmasters appear in only 9 and that in 6 of these the inclusion of Yardmasters is only for the purpose of showing the rates attaching to the positions in order that employees taking promotions will know the rate which the position pays.

As to Supplement No. 22 to General Order No. 27, dealing with Footboard Yardmasters, we feel it only necessary to call attention to the fact that the order deals with men who are primarily yard foremen. These men in addition to acting as Yardmasters also handle their regular work as yard foremen, the duties as Yardmaster not interfering with their regular duties. This situation usually exists only where one engine or thereabouts is used, and the yardmaster portion of their work being only an incidental condition. The positions referred to exist only in territories where there is not sufficient work to take up the entire time of one man to act as yardmaster, and ordinarily where there is only one engine employed per shift.

As to Switchtenders: We see nothing to add to our original statement.

As to overtime in yard service and the claim that extra men are being discriminated against under the existing rule. We feel it will be of interest to the Board to call attention to the interpretations which have been made in regard to the operation of the existing rule. See Interpretation No. 1 to Supplement No. 25, Questions 112, 113, 114 and answers thereto reading:

"Question 112. What compensation should be allowed for additional service where a crew is regularly assigned to work 12 midnight to 8 A. M., and (service performed not affected by exceptions outlined in this rule): (a) Is required to cover the third shift on the same day, 4 P. M. to 12 midnight? (b) Is required in an emergency to work 8.30 A. M. until 11.30 A. M.? (c) Is required in an emergency to work 8 P. M. to 12 midnight (4 hours) on the same day? (d) Is given 48 hours' notice and assignment is moved up an hour, starting at 11 P. M. and being relieved at 7 A. M. and consequently in the 24-hour period works 9 hours, but not more than 8 hours on a shift?

"Decision. (a) Eight hours at time and one-half. (b) Eight hours at time and one-half. (c) Eight hours at time and one-half. (d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

"Question 113. An extra man is worked on two 8-hour shifts within the same 24-hour period, or on one 8-hour shift, and is started on another shift in the same 24-hour period that spreads into the next 24-hour period. How shall he be paid for such service?

"Decision. It should be understood that under that portion of Article XIV applying to extra men when required to remain on duty in excess of 8 hours in continuous service, they will receive overtime at time and one-half on the minute basis. When they start a second trick within a 24-hour period, they will not be paid under the overtime rule, but will start a new day, regardless of present rules, and will receive for 8 hours or less straight time rates. The intent of this is not to deprive extra men of extra work, which would result if time and one-half had to be paid for the second shift.

"Question 114. What compensation should be allowed an extra man who is called and at 4 A. M. relieves a regular man who is covering an assignment 12 midnight to 8 A. M. and the assignment works until 9 A. M., regular yardman working 4 hours, extra yardman working 5 hours, remainder of crew working 9 hours?

"Decision. Extra man will receive a minimum day only."

From these answers it will be observed that in addition to receiving the benefits of the minimum day of 8 hours or less where regular men work on a second shift during a 24-hour period even though they may not work the complete 8 hours, they are now receiving 12 hours pay for the second period. It must be apparent that if extra men are available regular men would not be used in these emergencies in view of the penalty attaching to their use. On the other hand, if extra men are to continue to receive the benefits of the 8-hour minimum, the railroads could not be expected to use them a second time in a 24-hour period. Many schedule rules provide that extra men must be used in their turn, if after having been worked on one shift and having taken their rest they are first out for a second shift starting within a 24-hour period, and under the schedule rule would have to be used, under rule proposed by the Trainmen it would be necessary that the second use of the men would have to be paid for at time and one-half.

Guaranteed Starting Time: All the comments made in the rebuttal statement ignore the provisions of the proposed rule that assignments may not be discontinued without 48 hours advance notice. Our original statement took no exception to the present rule providing that the starting time of yard crews may not be changed without 48 hours notice. Our objections were made to the proposed change which would prevent discontinuing a crew without 48 hours advance notice and also to make the rule applicable to transfer crews. Statement is made in the rebuttal that "there is no prohibition against the reduction of crews or rearrangement of crews in such manner that regular men can make the 26 days. If the management desired to take advantage of the rule, regular crews can be discontinued at any time without any advance notice." Again: "It never was the intention of the Commission of Eight or any tribunal that has passed on this question subsequently to the issuance of this rule by the Commission of Eight to use this rule to prevent the company from reducing crews without 48 hours advance notice. Therefore the argument advanced absolutely falls flat and should not be seriously considered at all."

This statement concedes the position taken in our opening statement that the existing rules did not apply to discontinuing assignments as is provided for in the proposition. This portion of the requested rules is apparently overlooked. Our statements are also addressed to the inclusion of transfer service in the rule and we still maintain the position taken in our original statements in regard to the entire rule.

Beginning and Ending of Day: We feel that the statements in rebuttal do not occasion any change in the statements made in our original submission.

Starting time of yard crews, including transfer runs: Same comments as under "Beginning and Ending of Day."

Point for Beginning and Ending of Day: Statement is made that the rule "Yardmen will report for duty and be relieved at specified point. Pay of Yardmen shall continue until they reach point at which they start work," is pretty generally in effect. As pointed out in our original statement, the first sentence of this rule is generally in effect but the last sentence is in effect under only a very limited number of schedules, and we are confident that a check of the schedules will verify this statement.

Period for Lunch: We have nothing to add to our original statement in this respect.

As to the discussion under the heading "General" concerning expenses away from home in connection with the held-away-from-home-terminal rule: We see no reason for changing statements made in our original answer in this respect.

SWITCHMEN

As to the statements made by President Heberling of the Switchmen: We do not find any particular features that have not been covered by our original submission, excepting as to the request for continuation of the so-called Denver differential and the additional differentials which have been in effect at such points as Butte, Anaconda, Leadville, Silver Creek, etc. As to these differentials we have expressed ourselves in connection with similar request submitted on behalf of the Brotherhood of Railroad Trainmen which we deem it unnecessary to repeat.

CONDUCTORS

As to the statement made by President Sheppard of the Order of Railroad Conductors. We note he states that on runs between New York and Buffalo, three engineers are used. This is true, but it is obvious that the conditions of service of the conductor and engineer are not easily comparable. It should also be borne in mind that the arrangement of runs of engineers is entirely different from that of the train crews. The engineer's unit for a day's work is 100 miles while for the conductor and train crew the unit is 150 miles. The engineer's district of these through runs from New York to Buffalo range from 110 to 156 miles each way. Their runs are so arranged that they make 13 or more round trips during the month, the monthly mileage, depending upon the divisions, ranging from 4,000 to 4,500 miles per month. The runs are so laid out that the engineers are engaged on more days in the month than the conductors. It is obvious that where the assignments call for engineers handling trains one way one day, returning the next, they must work 26 days in the month, while the conductors' runs in the month when they make the maximum number of trips, require service of only 18 days. When they run 4,000 miles they make an equivalent of 40 days' pay, 4,500 miles 45 days' pay, while the conductors in the months when they make 16 trips make the equivalent of 47 days' pay and when they make 18 trips the equivalent of 53 days' pay.

In the rebuttal statement of the Conductors, statements made in the original presentation are practically repeated. We feel that our original answer rather fully treats with this situation and that it is unnecessary to repeat the explanations made in connection therewith. While there are a number of forms which conductors are required to make out, many of them are not necessary to be made on every trip and cover only exceptional conditions, others are necessary to be made on each trip. In the Eastern territory where the rates prior to Federal control had been fixed by arbitration great emphasis was laid on this same subject, and the rates awarded took into consideration this element of their working conditions together with all other elements. Under this award the termination of the day was fixed and the rates compensated for all service performed incident to the day or trip.

ENGINEERS

With reference to the statement made by Grand Chief Engineer Stone of the Brotherhood of Locomotive Engineers: Concerning the hazard of electrical operation we feel that the statements of Mr. Katte to which Mr. Stone referred are self-explanatory and need no comment. He explained very frankly the experience with electrical burns and we feel that a reference to his statement in that respect will fully answer the remarks of Mr. Stone.

In our original answer we also called attention to the fact that during the hearing before the Board of Railroad Wages and Working Conditions in October, 1918, Exhibits were filed showing the number of accidents in the electrical service in the New York District. These records speak for themselves and answer the comments made by Mr. Stone.

FIREMEN

In connection with the remarks of the Acting President of the Brotherhood of Locomotive Firemen and Enginemen: No formal statements were presented, but during Mr. Shea's remarks several discussions took place and apparently cleared up any questions that arose. Mr. Shea also spoke about the mileage limitations, which we have discussed under the Trainmen's rebuttal and further comment thereon appears to be unnecessary

GENERAL

At various times during the statements on behalf of the organizations inquiries were made as to the intent of the Transportation Act, 1920, concerning the guarantees to the railroads as to whether such guarantees apply to the individual railroads or not. It is our understanding that this question is covered by Section 422 of the Act, Sections 15-(a); Sub-Titles (2) and (3), which provide as follows:

"(2) In the exercise of its power to prescribe just and reasonable rates the Commission shall initiate, modify, establish or adjust such rates so that carriers as a whole (or as a whole in each of such rate groups or territories as the Commission may from time to time designate), will, under honest, efficient and economical management and reasonable expenditures for maintenance of way, structures and equipment, earn an aggregate annual net railway operating income equal as nearly as may be, to a fair return upon the aggregate value of the railway property of such carriers held for and used in the service of transportation. PROVIDED, That the Commission shall have reasonable latitude to modify or adjust any particular rate which it may find to be unjust or unreasonable, quote and to prescribe different rates for different sections of the country.

"(3) The Commission shall from time to time determine and make public what percentage of such aggregate property value constitutes a fair return thereon, and such percentage shall be uniform for all rate groups or territories which may be designated by the Commission. In making such determination it shall give due consideration, among other things, to the transportation needs of the country and the necessity (under honest, efficient and economical management of existing transportation facilities), of enlarging such facilities in order to provide the people of the United States with adequate transportation: PROVIDED, That during the two years beginning March 1, 1920, the Commission shall take as such fair return a sum equal to 5½ per centum of such aggregate value, but may, in its discretion, add thereto a sum not exceeding one-half of one per centum of such aggregate value to make provision in whole or in part for improvements, betterments or equipment, which, according to the accounting system prescribed by the Commission, are chargeable to capital account."

It will be observed from these paragraphs that the so-called guarantees do not apply to the individual railroads but apply to the combined valuation of all railroads in such rate groups or territories as the Commission may from time to time designate.

CLERKS

With reference to the statements made by President Fitzgerald concerning Exhibit No. 6, covering the estimated cost of the proposals of the employees: He states, in effect, that the hours on duty shown in the report of the Interstate Commerce Commission include overtime hours which he characterizes as inflated hours, and therefore, he states that "I must protest the figures stated as showing a fair additional increase to the pay rolls."

We, of course, cannot state absolutely how each railroad has applied the instructions of the Interstate Commerce Commission in this respect, but it is our understanding that if any railroads are varying therefrom, they are the exception and that in the preponderance of cases, the instructions are being adhered to, which require the actual hours on duty to be shown.

If all railroads had followed the practice of inflating the hours, as stated, then applying the hourly increase requested to such inflated hours would include the proposal for time and one-half for overtime after 8 hours, but if any railroads did inflate their hours, they are the exception, and therefore, our estimate is an under-estimate and will be exceeded by 50% for all the overtime hours which were not inflated to the extent to which overtime hours are included in the total hours on duty.

TELEGRAPHERS

Regarding Mr. Manion's reference to letter of Chairman of the Interstate Commerce Commission bearing on the status of train dispatchers and supervisory agents:

The letter from the Chairman of the Interstate Commerce Commission, Mr. Edgar E. Clark, states:

"Representations were made to us that 'supervisory station agents' should be designated as a class of subordinate officials. We declined to so designate that class. We did not thereby designate them as officials or as employees. We had neither duty nor authority to make such a designation.

"We simply said that for reasons outlined in our regulations we could not hold that 'Supervisory station agents' should as a class come within the term 'subordinate official' as used in the Act. That was the sole and only question before us so far as that class of employees is concerned."

We are unable to see how Mr. Clark's letter changes, in any respect, the statement of our position set out in our submission that Agents of any description who have a fiduciary and legal responsibility and the direct supervision of one or more employees are not to be deemed subordinate officials within the meaning of the Transportation Act.

Therefore, these positions are not within the kind which the Transportation Act contemplates could be brought to the attention of the United States Railroad Labor Board.

Regarding the errors in figures shown in the tabulations of increases in rates submitted in our letter, referred to by Mr. Manion, we find that there were errors in the calculations of two items on page 1 of the tabulation. We are submitting herewith a correction of Page No. 1, and will furnish Mr. Manion a copy of the correction.

SIGNALMEN

Of items answered by Mr. Helt we feel that our arguments relative to supervisory officials and relative to composite mechanics are clear and we have nothing further to offer.

Mr. Helt takes exception to the percentage of increase shown in the rates and the monthly compensation in 1919, compared with 1915. The percentages used in our submission compared earnings with earnings, both hourly and monthly, while Mr. Helt compared average hourly earnings and average monthly pay in 1915 with only straight hourly rates and straight time earnings per month in 1919.

Mr. Helt has segregated the increases given by Supplement No. 4 to General Order No. 27 from those given by the interpretations thereto, and from the increase of 4 cents per hour applied to Signalmen by order of the Director General, as issued by the Director, Division of Operation, in his letter of December 20, 1919, and has made no mention of the increase given by Supplement No. 28 to General Order No. 27.

The figures on which the railroads estimate was based, show even a wider range of percentage increase in both hourly rates and monthly earnings than those submitted, but to be conservative we suggested the figures stated.

The hours on duty per month were very materially reduced in 1919, compared with 1915, and in addition, in 1915 practically all the employees covered by Mr. Helt's organization were on the monthly basis of pay. There were very few exceptions to this basis and such monthly pay compensated for all time on duty within the month with no overtime. Generally, in 1915, these employees worked 10 hours per day, but if they were called out for additional service after finishing their day, or if required to perform service on Sunday, additional compensation did not accrue. Under the scale of pay in effect today, overtime is paid for all hours in excess of 8 per day, if they are called out after finishing their day; likewise, if they are called out on Sundays or the designated holidays, additional pay accrues.

Our position is that by dealing with basic rates only, no consideration can be given to the pronounced improvements in the working conditions of these employees which, due to the characteristics of the service in which they are engaged under ordinary conditions, results in additional compensation which can only be reflected in dealing with the monthly earnings in both periods dealt with by the comparison.

Relative to the subject of hazards, Mr. Helt only quoted a portion of the first paragraph of our statement, and may have created a wrong impression. Therefore, when considering his remarks we hope you will take into consideration the paragraph as a whole, which is as follows:

"The work in the Signal Department is not regarded as a particularly hazardous occupation by the insurance companies **when compared with other branches of railroad work**, and Signal Department employees are classified as of about the same hazard of employment as Section Foremen and Sectionmen, and of less hazard than that of those engaged in the maintenance of bridges, structures, telegraph and telephone lines."

MAINTENANCE OF WAY

In reply to the rebuttal of the representative of the Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, in which he says:

"The action of a number of railroads at this time to work Maintenance of Way Employees ten hours per day —was put in force to increase the day's pay as an extra inducement to employees to remain on the railroad, and on the contrary was not put into effect on account of the bad condition of the tracks and bridges, but to hold the men on the railroads, if possible, until the long promised adjustment of wages has been made by your Honorable Board."

We submit that the representative of the employees is not in position to know the condition of the railroads and therefore can only at best be voicing his individual opinion of the motives of the railroads.

We reiterate that regardless of the condition of the railroads, it will be necessary, at all times when there is a scarcity of labor in the working season, to work ten hours per day to accomplish the maintenance work that must be performed in a limited time; but where maintenance has been **deferred** on any road it is all the **more** necessary in order to restore the properties to the proper condition to meet the demands of public service.

We therefore emphatically deny his statement.

As to the time occupied in going over the road and in meeting and passing trains, etc., during which no useful work is performed, we submit that the possibility of utilizing this time for inspection is remote and the duty of inspection devolves on the foreman.

There is no warrant for making **universally uniform** the differentials for work on mountain grades and in tunnels.

Where differentials existed prior to Federal control they should be continued, until such time as proper study of the present facts can be made, upon which to base any modification of the differentials.

SHOP CRAFTS

As to the Shopmen: We feel it proper to reiterate that at the time the railroads were taken over by the Government in 1917, a number of the railroads had agreements with their men that had been negotiated individually and a great many of the railroads had no agreements whatever with the shop crafts, the working conditions being governed by shop rules. During Federal control of the railroads, the National Agreement with the Federated Shop Crafts was entered into by the Director General and placed in effect on all railroads in Federal operation. The National Agreement has been in effect on such railroads since October, 1919, approximately seven months, during which time the railroads have found a number of rules creating restrictions which did not formerly exist and which correspondingly are objectionable and are not in line with efficiency and economical shop operation. The National Agreement has abolished many methods and shop practices which could not in any sense have been considered improper in the application to the employees and which were also conducive to efficiency, proper control of the distribution of the work and maximum output.

While the railroads were in Federal operation there may have been justification for a uniform handling of many matters; now that the railroads are under private control and the individual corporations are held responsible for the results on their properties, it is our position that the justification for uniform handling of many matters no longer exists and the effect of rules on individual properties must be taken into consideration.

As to the remarks concerning the position taken by our Committee as to the rates granted by the Railroad Administration to freight carmen: The rule referred to which is quoted from the so-called National Agreement, was prepared long after the freight carmen had been granted the rates of pay and under the same agreement, existing rates could not be reduced. We call attention to the statement made in our original presentation that many of the existing freight car repair forces who are receiving the full journeyman's rate can not qualify under the rules of the National Agreement laid down for the craft.

In regard to the figures compiled by the Interstate Commerce Commission and by the Operating Statistics Section of the Railroad Administration in regard to the number of employees, earnings and average monthly compensation: The statement is made that these figures were compiled for showing cost of operation. Examination of the statistics will refute this statement. The statistics were compiled simply for the purpose of showing compensation of employees and after consideration of the instructions concerning their compilation it must be recognized that they are not capable of being used for any other purpose.

In regard to the statement made as to the necessity for comparing rates with rates: The present claims before your Board are largely based on the increased cost of living since 1914. The earnings of the employees are used for paying their cost of living; it is immaterial whether such earnings result from basic rates, reduction in hours, bonus payments, or any other source; all such sources produce earnings, and we respectfully submit that in reaching a decision as to whether the employees have been reasonably compensated, during the periods under comparison with the earnings from whatever source are the proper units of comparison, and not simply wage rates. We venture the statement that if constructive payrolls are calculated using only basic rates and the normal hours for the months worked totals cannot be arrived at which will equal 75 per cent of the total pay rolls.

The employees have always recognized and claimed that working conditions are as essential to their welfare as the rates of pay. These working conditions produce earnings to a very large extent and we feel that the Board will recognize that rates of pay have value only as they contribute to earnings and therefore the earnings must be used in order to reach an understanding of how the employees have fared within the periods under comparison.

As to the comparison which is made between the hourly rates in 1915 and 1919, in which the statement is made that the average hourly rate in 1915 was 36.18 cents per hour. No information is given as to how this average hourly rate was obtained. It is our information that the Railroad Administration found itself unable to establish the straight rates for 1915 and as shown in the table submitted in our original presentation the Board of Railroad Wages and Working Conditions was compelled to deduct from the ascertained rates for December, 1917, the difference in the earnings per hour as shown on the Interstate Commerce Commission form for 1915 and 1917 (page 561 of the Interstate Commerce Commission report). By these processes the Board of Railroad Wages and Working Conditions show the average rate per hour in 1915, for all mechanics to have been 33.68 cents and in 1919, 68.41 cents per hour, an increase of 103 per cent. While these figures reflect the average throughout the United States for 1915, an investigation will demonstrate that there were great variations in the rates of the various classes of mechanics in that year and, therefore, this increase of 103 per cent only reflects the average increase and does not afford any idea of the increases enjoyed by groups of mechanics in different sections of the country.

As to the statements made concerning rates of pay in outside industries: We described the comparison between the conditions in outside industries and railroad shops in our original presentation and see nothing to add to this statement. In view of the provision of the Transportation Act in regard to taking into consideration rates of pay in outside industries for similar service, it is our belief that the Board will require information concerning rates in such industries which in the past we have found very difficult to obtain, the employers as a rule holding such information confidential, but we are confident that any investigation the Board may make will confirm the statements made in our original presentation to the effect that the rates vary by communities which is different than exists under standardization on the railroads; that the

different manufacturing plants do not pay uniform rates but place rates upon a job or the skill required, and in the large manufacturing plants it is almost the universal practice to apply the piece-work or bonus system of pay. The Transportation Act appears to be explicit on this point and we feel that the Board will exercise its own judgement in this respect.

As to the representations which have been made concerning earnings necessary to meet a family budget under the present cost: The exhibits covering the budgets were voluminous and evidently large forces and a long time were required to collect the material for the same. To properly analyze all the exhibits and statements made in connection therewith, would require more time than is at our disposal, it having been evident, that it was the desire of all concerned that the hearings be concluded at the earliest possible date. Therefore we felt confident that, upon consideration of all these conditions and the explanations made in our opening statements in connection therewith, our not replying categorically to all the presentations, would not be taken as a concurrence in the claims, but the knowledge of the situation which is possessed by all observing persons would enable the Board to weigh the value of the claims and enable it to place its own estimate upon the consideration which the representations merit.

The plain facts that so large a proportion of the population of this country do not receive incomes approximating \$2,500.00 per annum and that they are not in the financial situation pictured of families below that income; that the present prices are largely due to the shortage of food and other supplies which has been contributed to by the changes which have taken place in the plane of living which, in turn, was at least partially due to the increased incomes of the wage earners; that the amount of money which a family may spend depends largely upon the tastes and inclinations of the individual families, their ability to manage their finances, etc., make any budget that may be compiled largely theoretical.

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PRESENTATION COVERING PROPOSALS OF AMERICAN TRAIN DISPATCHERS ASSOCIATION

JUNE 4, 1920.

PROPOSITION PRESENTED BY THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

For positions held by Chief Dispatchers, Assistant Chief Dispatchers, Trick Dispatchers, Relief Dispatchers and Extra Dispatchers, the following rates of pay, rules for overtime, and working conditions upon carriers subject to the Transportation Act, 1920, will govern:

ARTICLE I

The term "train dispatcher," as hereinafter used shall be understood to include chief, assistant chief, trick, relief and extra dispatchers.

ARTICLE II

(a) All employees herein specified shall be monthly employees, but, the compensation of all employees herein specified shall be computed on a daily basis.

(b) To determine the daily basis for all employees herein specified multiply by twelve (12) the regular monthly rate, (exclusive of compensation for extra service), and divide the result by three hundred thirteen (313).

ARTICLE III

Rates of Pay

The monthly rates of pay for positions held by chief, assistant chief, trick, relief and extra dispatchers are hereby fixed as follows:

(a) The wage or salary of chief dispatchers and assistant chief dispatchers fixed by the decision of any agency, or railway board of adjustment in connection therewith, established for executing the powers granted the President under the Federal Control Act, in effect in respect to any chief or assistant chief dispatcher immediately preceding 12.01 a. m., March 1, 1920, is increased thirty (30) per cent above such rate, with a minimum of three hundred and fifteen dollars (\$315.00) and a maximum of three hundred and forty dollars (\$340.00) per month.

(b) The wage or salary of trick dispatchers fixed by the decision of any agency, or railway board of adjustment in connection therewith, established for executing the powers granted the President under the Federal Control Act, in effect in respect to any trick dispatcher immediately preceding 12.01 a. m., March 1, 1920, is increased thirty (30) per cent above such rate, with a minimum of two hundred and sixty dollars (\$260.00) and a maximum of two hundred and eighty-five (\$285.00) per month.

(c) For positions held by regular relief and extra dispatchers compensation shall be computed as provided in Article VI, Sections (b) and (c) thereof.

ARTICLE IV

(a) The entering of employees in the positions occupied in the service (that is, where employees succeed to the positions formerly held by train dispatchers), or changing their classification or work, shall not operate to establish a less favorable rate of pay or condition of employment than is herein established.

(b) When a new position is created the rate of pay shall be the same as for positions of a similar nature on the same railroad.

(c) Where existing pay roll classification does not conform to Article III, employees performing service in the classes specified therein shall be classified in accordance therewith.

ARTICLE V

(a) Eight (8) consecutive hours shall constitute a day's work. Dispatchers shall not be required to work split tricks.

(b) Overtime shall be computed pro rata on the actual minute basis.

ARTICLE VI

(a) Chief, assistant chief, regular trick and relief dispatchers (and extra dispatchers who perform six days dispatching service in one week) will be allowed and required to take one day off per week, unless prevented by unavoidable emergency, in which case extra compensation at the rate of time and one-half will be allowed in lieu of the day off.

(b) On roads, or divisions thereof, where relief requirements regularly necessitate four or more days of relief service per week, in one or more offices, relief dispatchers will be employed on monthly basis, and will be paid the daily rate of each dispatcher relieved; and when not engaged in dispatching service, will be assigned to other duties and during such time will receive therefor a daily rate equal to the average of the maximum and minimum daily rates received by trick dispatchers relieved.

(c) On roads, or divisions thereof, where relief requirements are regularly less than four days per week, such relief service may be performed by extra dispatchers; and on roads, or divisions thereof, where a relief dispatcher is employed to perform six days service per week and the relief requirements do not exceed nine days per week, the excess service may be performed by extra dispatchers, who during such time will be paid daily rate of each dispatcher relieved.

The terms "relief dispatcher" and "extra dispatcher" should not be confused.

(d) When dispatchers are required to leave their established headquarters, which will be designated by superior officer, to relieve dispatchers at other points, they will be paid necessary actual expenses while away.

(e) Chief and assistant chief dispatchers will be relieved by assistant chief, regular trick or relief dispatchers, with respect to seniority.

(f) Chief, assistant chief, regular trick and relief dispatchers will be granted two weeks (12 working days) vacation per annum, with pay, provided they have been in the service in such capacity one year.

Extra dispatchers who have been in the service as such for a period of one year, and who have performed actual service as such seventy-five per cent of that time, will be granted the same vacation as regularly employed train dispatchers.

Any dispatcher entitled to vacation, in the event of failure to receive same through no fault of his own, will be allowed pro rata compensation in lieu thereof.

(g) Chief, assistant chief, regular trick and relief dispatchers will be paid for time lost on account of personal sickness not to exceed sixty (60) days in any calendar year.

(h) When dispatchers lose time in changing positions, in compliance with the directions of superior officers, they will be paid for time so lost.

(i) Train dispatchers and their families will be granted the same transportation privileges as are now customary.

(j) In the choice of positions, or in the advancement of train dispatchers, on their respective divisions, the following considerations will govern:

First.—Fitness for position.

Second.—Length of service.

Train dispatchers not advanced in order of seniority as positions become vacant shall be given a reason in writing.

Committees representing the carriers and train dispatchers may, by mutual agreement, extend or deviate from the provisions of this section.

(k) In the matter of promotions dispatchers shall be accorded equal consideration with other employees.

ARTICLE VII

(a) A train dispatcher will in no case be demoted, disciplined, or discharged for disciplinary cause, until after given an opportunity to defend himself as prescribed in the following sections:

(b) A train dispatcher against whom charges may be preferred, or who on his own part may consider himself unjustly treated, shall be granted a fair and impartial hearing, before the Superintendent, within five days after notice by either party. Such notice shall be in writing and shall clearly specify the nature of the charge or the nature of the complaint. A decision shall be rendered as soon as possible, and in any event, within five days after the completion of the hearing.

(c) In the event of an adverse decision the right of the aggrieved party to appeal to the next higher officer up to and including the General Manager, or operating officer of equal rank, is hereby established. If an appeal is taken, it must be filed in writing within fifteen days after date of decision, and a copy of the appeal furnished to both the officer appealed to, and to the one whose decision is appealed. The hearing and decision on appeal shall be governed by the time limits of section (b).

(d) At the original hearing or on the appeal, the train dispatcher involved may be assisted by such representatives as he may choose.

(e) If the final decision decrees that charges against the train dispatcher were not sustained, or that his individual complaint was just, he shall be recompensed for all time lost.

(f) A transcript of all the evidence taken at the original hearing or on the appeal shall be furnished on request of the train dispatcher or his representative.

(g) When requested in writing service letters will be furnished to all dispatchers leaving the service of the company.

(h) Representatives and committees of train dispatchers shall be granted leave of absence and free transportation for the adjustment of differences between the carriers and the train dispatchers, when the issuance of such transportation will not conflict with the provisions of existing laws.

ARTICLE VIII

In case a train dispatcher accepts an official position with the railroad company party to this schedule, or accepts a salaried position with the American Train Dispatchers Association, he will be considered in the service of that railroad company as to his rank and rights of promotion, and will retain the same rank that he would have attained in actual service.

ARTICLE IX

The foregoing schedule of wages and working conditions for train dispatchers on the railroads signatory hereto is hereby accepted as having been agreed to, understood and arranged between the representatives of such railroad and the American Train Dispatchers Association, representing the train dispatchers of said railroad, and it is further understood that they shall remain in effect until thirty days' notice of desire for a change shall have been given by either party.

In regard to the submission on behalf of the American Train Dispatchers Association, presented by the President, Mr. J. G. Luhrsen, at hearing before the Railroad Labor Board, June 2, 1920, and in order that the Board may have before it concisely the present situation, we desire to submit the following information:

Prior to Federal control of the railroads, a limited number of the agreements covering the telegraphers included a train dispatchers; over 95% of the telegraphers' schedules did not apply to them. No agreements are in effect at this time with any organization of Dispatchers, nor have any been in effect at any time, according to our understanding.

Under Federal control, General Order No. 27 applied to all employees and officers receiving salaries below \$250.00 per month, no cognizance was taken of whether they were subject to agreements or not. After General Order No. 27 was issued, Supplements were issued applying to various classes of employees. Supplements Nos. 10 and 11 were issued effective October 1, 1918, applying to employees in the telegraph service, and agents, respectively. These supplements were superseded by Supplement No. 13, issued in the latter part of December, 1918, but effective October 1, 1918.

Prior to Supplement No. 10, the Director General issued instructions that certain positions should be considered in the supervisory or official class, and not subject to the wage orders. The train dispatchers were included in this class, and consequently the provisions of Supplement No. 13, applicable to telegraphers, did not include train dispatchers.

Prior to the issuance of Supplement No. 10, in fact, during the months of July and August, 1918, the Director General's attention was called to the status of the salaries of supervisory officials by several of the Regional Directors, and early in September, 1918, authority was given to make certain adjustments of numerous classes of subordinate officials, including train dispatchers, for whom an increase of 20% above the General Order No. 27 rates was provided.

On account of the disturbance in the relation between the wages of employees and the subordinate officials, due to the wage orders changing the rates of pay, the hours per day, and consequently, the monthly earnings of the employees, the authority issued in the early part of September, 1918, for supervisory officials was found to be out of line in many cases, necessitating a review of the entire situation as to subordinate officials.

In the early part of October, 1918, conferences were held between the Regional Directors and the representatives of various organizations of subordinate officials in order that their arguments might be given consideration. After such conferences were held, the Regional Directors made recommendations to the Director General.

As to the dispatchers, they advised that owing to the variable extent of the duties and responsibilities of dispatchers, assistant chief dispatchers and chief dispatchers, it did not appear practicable to provide uniform or flat rates for each of the positions; that any scale of pay should allow latitude for such diversified conditions, and also, to provide latitude for placing the lesser qualified dispatchers in the lighter positions and providing avenues for promotion to the more responsible positions.

It was recognized that on districts where the traffic was light, and the responsibilities of the train dispatcher correspondingly so, there was no justification for paying the same monthly wages as on territory where the dispatchers were handling heavy traffic. It was felt essential that any wage scale should permit of consideration being given to these different conditions.

It was recognized that, because of the increases which had been granted to the employees, minimum rates should be provided in order to insure the dispatchers receiving more pay than the telegraphers with whom they come in direct contact, and over whom they had responsibilities to a very large extent, even where they were not directly in charge of the telegraphers.

Therefore, under date of October 14, 1918, the Director General approved the recommendations of the Regional Directors and authorized them to be made effective as of June 1, 1918. The recommendation was as follows for the dispatchers:

"1st. Trick Dispatchers.

Increase of thirty-five per cent (35%) above the rate produced by General Order No. 27, with a minimum of \$185.00 and a maximum of \$225.00 per month.

"2nd. Chief Dispatchers and Assistant Chief Dispatchers.

Increase of thirty-five per cent (35%) above the rate produced by General Order No. 27 with a minimum of \$235.00 and a maximum of \$275.00 per month.

"3rd. Time Off.

Two days off per month be allowed with full pay.

"4th. Vacations.

Two weeks vacation per annum to be allowed to these officers who have served in that capacity continuously one year or more. On roads where more favorable relief or vacation rules or practices are in effect, they will be maintained."

Particular attention is called to the fact that the increase of 35% provided in this authorization was above the rates produced by General Order No. 27. Under General Order No. 27, the train dispatchers received increases according to the monthly table, and received the same percentage of increase as other employees and officials receiving corresponding salaries.

It was generally accepted that the percentages of increases provided by General Order No. 27 exceeded any known percentages of increases in the cost of living since December, 1915, which month was used as the basic month under General Order No. 27. The percentages of increases for each class of employees were not uniform, but taking all classes of employees as a whole, the increases which were given exceeded the increase in the cost of living up to January 1, 1918.

As mentioned in our opening general statement, the representatives of each class of employees appearing before the Lane Commission, and before the Board of the Railroad Administration, recognized that the lower paid classes of employees were entitled to greater increases than the higher paid classes. Dispatchers certainly could not have been included with the lower paid classes at any time during the period under comparison in these proceedings, and consequently in accordance with the bases upon which the requests of the various classes of employees were presented, the Railroad Administration, through either the Lane Commission or the Board of Railroad Wages and Working Conditions were only conforming with the requests of the representatives of the employees when the different processes they used produced greater increases for the lower paid classes than for the higher paid classes. Notwithstanding this previous recognition that the higher paid classes were not entitled to as great increases as the lower paid classes, in the present proceedings the dispatchers are asking increases based on the percentage of increase in the cost of living, which if used as a basis would result in greater amounts for the higher paid classes than for the lower paid classes due to the application of percentage to higher basic figures.

Later the provisions in regard to dispatchers relative to having 2 days per month off with full pay were modified, and effective August 1, 1919, the following special rules were put into effect by the Railroad Administration:

"In view of the rather indefinite status of Train Dispatchers in the past, they appear in many cases to have suffered the disadvantages attaching both to officers and employees without enjoying the advantages attaching to either class. To correct this situation, and further in view of the exceptional importance of the work of Train Dispatchers, and of the fact that economical transportation is dependent as much upon the Train Dispatcher as upon any subordinate officer, Train Dispatchers shall be classified as officers and given fully the consideration and advantages attaching to officers.

"This shall include the same treatment as it is the practice upon each road to accord other division officers with respect to:

- (a) Loss of time on account of sickness;
- (b) Exemption from discipline in the way of suspension or marking of records;
- (c) Privilege of resigning instead of being shown as discharged or dismissed;
- (d) Card transportation where that is the practice for other division officers;
- (e) Showing names on working time tables;
- (f) When charged with offenses likely to result in dismissal, a hearing will be given by a superior officer, other than the immediate superior, at which hearing the dispatcher may be represented or assisted by any individual whom he may choose or select for that purpose.

"The rules adopted by the Regional Directors at their meeting held in Chicago October 3rd, 1918, providing for two days off per month for all dispatchers, and for two weeks vacation per annum for dispatchers who have served in that capacity continuously one year or more, to be changed to provide that all dispatchers shall have one day off per week, and that those who have been in the service in that capacity continuously one year shall have in addition two weeks vacation per annum.

"It is not possible to lay down a definite seniority rule because ability and merit are of paramount importance in this highly responsible work, and in any event must govern; but where the ability and merit of two men is equal, the choice of positions, either within the same office or between different dispatching offices of a division, so far as possible should be determined upon the basis of seniority."

It will be observed from this order that the dispatchers' monthly wage was changed from a 28 to a 26 day per month basis, and when, because of conditions making it impossible to relieve them on their days off, they were paid pro rata for the additional days at 1-26 of the monthly rate instead of 1-28 of the monthly rate, as formerly. It will also be observed that this order gave dispatchers the status of officials.

Later, on account of various questions having arisen, the following instructions were issued, explanatory of the intent of the instructions of August 1, 1919:

"The following questions have arisen on various railroads, with respect to my letter of July 25th, concerning the understanding had at our Chicago meeting, relative to the handling of Dispatchers, etc.

"Question 1:

Is it the intention that all dispatchers, including chief, assistant chief, regular trick, regular relief and extra dispatchers, be granted one day off per week?

"Answer:

Chief, assistant chief, regular trick and regular relief dispatchers (and extra dispatchers who perform six days dispatching service in one week) will be allowed and required to take one day off per week, unless prevented by the requirements of the service, in which case extra compensation will be allowed pro rata, in lieu of the day off.

"Question 2:

How shall the daily rate of chief, assistant chief, and regular trick dispatchers be determined?

"Answer:

By multiplying the monthly salary by 12 and dividing the result by 313.

"Question 3:

Under what conditions will regular relief dispatchers be employed and how will they be compensated?

"Answer:

On roads, or divisions thereof, where relief requirements regularly necessitate four or more days of relief service per week, in one or more offices, regular relief dispatchers will be employed on monthly basis, and will be paid the daily rate of each dispatcher relieved; and when not engaged in dispatching service, will be assigned to other duties and during such time will receive therefor a daily rate equal to the average of the maximum and minimum daily rates received by trick dispatchers relieved.

"Question 4:

Under what conditions may extra dispatchers be used, and how will they be paid?

"Answer:

On roads, or divisions thereof, where the relief requirements are regularly less than four days per week, such relief service may be performed by extra dispatchers; and on roads, or divisions thereof, where a regular relief dispatcher is employed to perform six days service per week and the relief requirements do not regularly exceed nine days per week, the excess service may be performed by extra dispatchers, who, during such time, will be paid the daily rate of each dispatcher relieved.

The terms 'regular relief dispatcher' and 'extra dispatcher' should not be confused.

"Question 5:

When regular trick or regular relief dispatchers are required to leave their established headquarters which will be designated by superior officer, to relieve dispatchers at other points, will they be paid necessary actual expenses while away?

"Answer:

Yes.

"Question 6:

Will chief and assistant chief dispatchers be relieved by regular trick or regular relief dispatchers, as may be determined by the immediate superior officer?

"Answer:

Yes.

"Question 7:

Will chief, assistant chief, regular trick, and regular relief dispatchers be granted two weeks vacation per annum with pay?

"Answer:

They will be granted two weeks (12 working days) vacation per annum, with pay, provided they have been in service in such capacities continuously one year.

"Question 8:

What consideration will dispatchers receive for loss of time on account of sickness?

"Answer:

Chief, assistant chief, regular trick, and regular relief dispatchers will be extended the same treatment as is the practice on each road to accord to other division officers for loss of time on account of sickness.

"Question 9:

When dispatchers lose time in changing positions, in compliance with the direction of superior officer, will they be paid for time so lost?

"Answer:

Yes.

"Question 10:

To what transportation privileges are dispatchers entitled?

"Answer:

"Chief, assistant chief, regular trick, and regular relief dispatchers will be granted transportation privileges corresponding with those allowed other minor division officers, such as train masters, supervisors, etc.

"The foregoing is effective October 1, 1919, except where previously in effect."

It will be observed from these instructions that the status of dispatchers as officials is emphasized, and that today they are enjoying privileges of officials, which have usually been due to their being required to hold themselves ready for service at all times, working nights, Sundays and holidays, as conditions on the property required, also that the Board of Railroad Wages and Working Conditions, Railway Boards of Adjustment, or any other agency had no authority or voice in fixing the wages or working conditions of dispatchers. Their salaries were fixed in accordance with the practice in effect under Federal control with reference to the salaries of officials.

From the foregoing it will also be observed that in addition to the increases received under General Order No. 27, the dispatchers were granted increases of 35%, with the minimum and maximum qualifications, during the years 1918, 1919, and so far in 1920.

Exhibit No. 1, filed in our opening statement, shows that in October, 1919, compared with the year ended June 30, 1915, train dispatchers and directors enjoyed an average reduction of 16 hours per month in their time on duty, and that they received an average monthly increase of \$97.48, or 73%.

We feel that the average increase in the earnings does not afford an adequate idea of the wage increases they have received, due to the wide range of rates which were in effect in 1915, and which were, to a great extent, standardized by the 35% increase granted, with the minimum and maximum rates; also formerly the monthly wage compensated for the full month, while the present wage is for 26 days' service, and if they are required to work additional days, they receive additional pay at 1-26 of the monthly wage.

We are, therefore, endeavoring to obtain information showing the wages paid in 1915, 1917, and at present, for all the positions, in order that the Board may have the proper information in this respect.

The significance of the 6 working days per week and the vacation privileges provided in the regulations laid down by the Railroad Administration, lies in the fact that prior to Federal control, dispatchers generally were considered 30 day workers, and if they worked on Sundays, additional compensation was not granted, and also while varying vacation privileges were in effect on individual railroads, the 2 weeks' vacation privilege was not uniform.

The result is that on the majority of the railroads dispatchers are now enjoying 4 days off per month which they did not formerly have, and also increased vacation privileges. The total of these days off equal 64 per annum, aside from any time they may be off on account of sickness, and certainly afford relaxation for even the extreme cases of arduous or continuous duty described by the representative of the dispatchers.

From the foregoing it will be apparent to the Board that the value of the services performed by dispatchers has been recognized. We freely admit the importance and responsibility of these positions, and if the representations made in their behalf are to be accepted, the classification of dispatchers as officials is fully sustained.

Their loyalty and efficient service, we believe, is recognized, and we further believe that they are entitled to full compensation for the character of services rendered.

While, undoubtedly, the work of dispatchers in certain territories is quite heavy, yet their territory is regulated in accordance with the density of the traffic to be handled, the mileage being a secondary factor, that is to say, on some dispatching districts, where, as pointed out by Mr. Luhsen, the train dispatcher had jurisdiction over territory from 400 to 700 miles, in length, the number of trains in such cases is very few. At the same time on other dispatching districts where the miles covered by the dispatcher will not exceed 50, the movement of trains is such that the entire time of the dispatcher is devoted to this comparatively short mileage.

In all probability the dispatcher with the several hundred miles of territory will not be as busy as the dispatcher with the much shorter territory; in other words, the length of a train dispatcher's district is no indication of the amount of labor and responsibility involved, these being governed entirely by the density of the traffic and the number of main tracks and complexity of train movements coming under his jurisdiction.

Under the organization on some railroads, train dispatchers are subordinate officials according to the ruling of the Interstate Commerce Commission, dated March 23, 1920, as follows:

"Paragraph 5 of Section 300 of the Transportation Act, 1920, provides:

"(5) The term 'subordinate official' includes officials of carriers of such class or rank as the Commission shall designate by regulation formulated and issued after such notice and hearing as the Commission may prescribe, to the carriers, and employees and subordinate officials of carriers, and organizations thereof, directly to be affected by such regulations.

"Public hearing having been had on March 15, 1920, 'for the purpose of determining what classes of officials of carriers shall be included within the term 'subordinate official,' as that term is used in Sections 300 to 313, both inclusive, of said Transportation Act, 1920,' the Commission prescribes that the term 'subordinate official' as used in said portions of said Act shall include the following:

* * * * *

"Train Dispatchers. This class shall include train dispatchers who are not vested with the authority to employ, discipline or dismiss employees."

* * * * *

At the same time on other railroads dispatchers are vested with the authority to employ, discipline or dismiss employees, and on such railroads they would not come within the provisions for "subordinate officials."

We are aware of only one arbitration which considered the question of whether it was proper to include dispatchers in an agreement. This arbitration was in the case of a controversy between the Telegraphers and the Management of the Southern Pacific Railroad, which arbitration proceedings were conducted in 1907. The question submitted was—

"Shall the Order of Railway Telegraphers legislate for Train Dispatchers?"

and the decision of the Board was—

"The Order of Railway Telegraphers shall not legislate for Train Dispatchers."

For some reason this decision of the Board was appealed to the United States Court and the Court sustained the decision of the arbitrators. From 1898 until the schedule effective February 21st, 1908, Dispatchers had been included in the agreement with Telegraphers, but as result of this arbitration award they were eliminated and no change has since taken place in that situation.

This decision is only in harmony with the generally accepted recognition of the status of Dispatchers as officials.

However, as to chief dispatchers and assistant chief dispatchers, who rank above trick dispatchers, there is no question but that they are vested with the authority to employ, discipline, or dismiss employees, and therefore, are officials, and are not subject to the provisions of the Transportation Act with reference to subordinate officials and employees.

In regard to trick dispatchers, the nature of the work performed by them places them in a class which necessitates differentiation in their status from that of employees, and, even though, under the organization of certain railroads, they may come within the definition of "subordinate officials" as laid down by the Interstate Commerce Commission, their duties and responsibilities require them to directly represent and act for the Management. They directly exercise jurisdiction over not only telegraph operators, but train and engine men, track men, and others having to do with the movement of trains, and they are authorized to, and do use the signature of the Superintendent or other superior officer on their own initiative in issuing all instructions concerning train movements.

The conduct of their duties controls, to a large extent, the discipline and morale of the transportation portion of the railroad organization, and, to a great degree, affects the efficient and economical conduct of the business handled within their respective territories. We believe that proper consideration of these various elements in the situation will convince the Board of the necessity for preserving the line of demarcation which is in effect today in their status as compared with that of the employees in order that there may be no interference with the responsibility of the Management for the efficient and economical operation of the properties, of which responsibility the Managements cannot divest themselves, and which responsibility is specifically placed upon them by the provisions of Section 422, sub-titles Nos. 2 and 3 of the Transportation Act, 1920, in the following language:

"(2) In the exercise of its power to prescribe just and reasonable rates the Commission shall initiate, modify, establish or adjust such rates so that carriers as a whole (or as a whole in each of such rate groups or territories as the Commission may from time to time designate) will, UNDER HONEST, EFFICIENT AND ECONOMIC MANAGEMENT and reasonable expenditures for maintenance of way, structures and equipment, earn an aggregate annual net railway operating income equal, as nearly as may be, to a fair return upon the aggregate value of the railway property of such carriers held for and used in the service of transportation: PROVIDED, That the Commission shall have reasonable latitude to modify or adjust any particular rate which it may find to be unjust or unreasonable, and to prescribe different rates for different sections of the country.

"(3) The Commission shall from time to time determine and make public what percentage of such aggregate property value constitutes a fair return thereon, and such percentage shall be uniform for all rate groups or territories which may be designated by the Commission. In making such determination it shall give due consideration, among other things, to the transportation needs of the country and the necessity (UNDER HONEST, EFFICIENT AND ECONOMICAL MANAGEMENT OF EXISTING TRANSPORTATION FACILITIES) of enlarging such facilities in order to provide the people of the United States with adequate transportation: PROVIDED, That during the two years beginning March 1, 1920, the Commission shall take as such fair return a sum equal to 5½ per centum of such aggregate value, but may, in its discretion, add thereto a sum not exceeding one-half of one per centum of such aggregate value to make provision in whole or in part for improvements, betterments or equipment, which, according to the accounting system prescribed by the Commission, are chargeable to capital account."

The Association of Dispatchers has filed with the Board a list of railroads upon which they have filed, up to this time, the requests for an agreement, including the wage scale. This list includes only a limited number of the railroads subject to the present proceedings, and a check of the list will show that they can hardly be considered representative of all the railroads in the country.

It is our understanding that on a number of the railroads included in the list, the requests were simply filed with the Managements directly by the President of the organization, and no conferences have taken place between the Managements and committees of dispatchers on such properties. On other railroads no requests have been received from either the organization or the dispatchers themselves. Many of the Managements feel that if proper opportunity were given them to discuss with their dispatchers the questions at issue, they would be able to reach mutually satisfactory understandings, but apparently the dispatchers on the individual properties are under instructions to insist upon the complete concession of all the proposals.

The dispatchers being in fact staff officers of the Superintendent, it must be apparent that such a situation cannot be conducive to the co-operation which is essential for the efficient conduct of the service.

One of the principal handicaps this status produces is that it disturbs the confidential relations which must exist between the officers, and this important portion of the official staff.

If there were large numbers of dispatchers on individual properties, there might be some justification for comprehensive rules covering working conditions, but an examination of the list of the number of dispatchers on individual properties will demonstrate that there are not large forces at any point. There are small railroads which have only one dispatcher; there are others who have only two; still others, where they may have three dispatchers, one of whom acts as the Chief. On the largest systems where naturally the greatest number of dispatchers are employed, as explained in the beginning of this statement, their districts are arranged according to the volume of business to be handled, three dispatchers covering the 24-hour period for each dispatchers' district. These larger systems cover extensive territory, and in some cases dispatchers' are located at a number of points.

During Federal operation of the railroads, when all the railroads of the country were unified, there may have been justification for laying down uniform rules, but it will be observed that the rules that they laid down under unified control were very limited in number, and dealt entirely with the bases for the month's work, vacations and relief days. It is distinctly provided in such regulations that the ordinary application of seniority rules was not justified, because of the official status of dispatchers. It was also deemed necessary that the ordinary discipline and investigation rules applicable to employees had no proper place in relation to these officials.

Rules were laid down which insured fair and proper consideration of their status, and for proper consideration being given when opportunities for promotion arose. This was a condition under the unified control of all the railroads which created entirely different conditions than exist at this time, the railroads having been returned to their owners and the responsibility placed upon the Managements of the individual properties.

We submit that while we have no particular criticism of the provisions made by the Railroad Administration for the treatment of dispatchers, and have no thought that any railroad will desire to change them, there are no elements in the dispatchers' situation which justifies voluminous regulations or formal agreements to control the minutiae of their relations with the Managements.

As stated before, the number of dispatchers on the railroad properties are very limited, and if the dispatchers on the individual properties feel that there is any necessity for formal regulations concerning them, mutually satisfactory understandings can be reached without the necessity of uniform rules and regulations to be handed down by the Railroad Labor Board, which, unless qualified, would necessarily have to be applied alike on all railroads throughout the United States, regardless of the diversified conditions which exist.

Mr. Euhrsen claims that many Chief Dispatchers are receiving lower hourly rates than trick dispatchers. It has never been considered that chief dispatchers, or other officials were hourly workers, and their salaries have not, at any time, been built up on hourly rates. Monthly salaries have been established for these officials, which, in all cases, are greater than monthly salaries of dispatchers. The chief dispatcher being an official largely regulates his own hours, and is not always actively on duty at his office; his salary has been fixed by the Managements of the railroads, according to the nature of the duties and responsibilities of the individual positions, and there is no justification for a hard and fast rule for establishing the salaries of chief train dispatchers and dispatchers on a relatively hourly basis.

As heretofore stated, certain of the regulations contained in the proposal are already in effect, but other articles, such as:

Article IV, dealing with rates of pay and the entering of employees in positions occupied in the service, the rates for new positions, and the changing of pay roll classifications, we feel are improper, and ignore the gradations of positions which are necessarily involved in the varying extent of the duties and responsibilities and which would seriously interfere with the lines of promotion which are primarily dependent upon qualification.

Article V provides for a flat 8-hour day. Owing to the nature of the work, it is necessary that dispatchers relieving each other make transfers, which consists of a complete summary of all outstanding orders affecting the rights of trains, which the relieving dispatcher must check and verify; familiarize himself with the locations of all trains by reference to the train sheet; and acquaint himself with all special instructions which may have been previously issued. This necessitates the dispatcher who is going on duty, to report a few minutes before his regular starting time, or the dispatcher going off duty, remaining a corresponding length of time on duty, in order to make the transfer. As the request reads, there would be no way to avoid paying overtime to dispatchers on each trick.

Article VI, Paragraph (a), provides that in the event it is not possible to permit the dispatchers to take their days off, and they are required to work, they shall be paid time and one-half. It is represented that railroads do not make proper arrangements for the relief days. We deny this representation as being a general condition. The facts are, that in order to plan relief days, unless a surplus number of relief dispatchers are provided, it would not always be practicable to have relief men available. These relief men are used not only to relieve dispatchers on their regular relief days, but they are also used to relieve dispatchers who are off duty on account of sickness or other reasons, and the regular program for taking care of relief days is correspondingly interfered with. Wherever relief men can be made available, the relief days are furnished, and it is only when conditions make it impracticable to supply the relief that the dispatchers are held on duty. We contend that there can be no justification for providing relief dispatchers in excess of the number ordinarily required, and that when, in remote cases, it is impracticable to grant relief days to the regular dispatchers, a punitive payment is not proper.

These articles as also Paragraph (j) of Article VI, providing for the choice of positions or advancement of dispatchers, and the necessity for giving reasons in writing when dispatchers are not permitted to take other positions; Article VII, dealing with discipline of dispatchers, etc.; Article IX, in regard to entering into formal agreements, are unnecessary in view of the relative standing of dispatchers with other officers and, at any rate, deal with matters which depend entirely upon local conditions on the individual properties.

APPENDIX

REQUESTS OF THE VARIOUS CLASSES OF EMPLOYEES, AS SHOWN, FOR ADJUSTMENT IN WAGES AND WORKING CONDITIONS:

(As presented before the U. S. Labor Board in Session at [Ⓢ]Washington, April 20 to May 8, 1920)

Class	Date Presented	Pages
Trainmen.....	April 20 and 21.....	222 to 225
Switchmen's Union.....	April 22.....	226
Conductors.....	April 22.....	227
Engineers.....	April 23.....	228 and 229
Firemen.....	April 24 to 30.....	230 to 233
Clerks.....	April 30 and May 1.....	234
Telegraphers.....	May 1 and 3.....	235 to 237
Signalmen.....	May 3 and 4.....	238
Maintenance of Way.....	May 4.....	239 to 247
Masters, Mates and Pilots.....	May 5 and 6.....	248 to 251
Stationary Firemen and Oilers.....	May 6.....	252
Shopmen.....	May 6.....	253 and 254
[Ⓢ] Dispatchers	June 2.....	255 and 256

[Ⓢ] The requests of the Dispatchers were presented at Chicago, Illinois, June 2, 1920.

PROPOSITION PRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN

(April 20 and 21, 1920)

PASSENGER SERVICE**ARTICLE I****Rates of Pay**

The rates requested below for passenger service are compiled and based on the assumption and claim that the brakeman and flagman's rate should be not less than 75 per cent of the conductor's rate, and that the baggageman's rate should be not less than 80 per cent of the conductor's rate.

Class	Per		
	Per Mile	Per Day	Month of 26 Days
Baggageman, handling both express and dynamo, not less than.....	4.56c	\$6.84	\$178.00
Baggageman, operating dynamo, not less than.....	4.33	6.50	169.00
Baggageman, handling express, not less than.....	4.33	6.50	169.00
Baggageman, not less than.....	4.10	6.15	160.00
Flagman and Brakeman, or Guards performing the duties of such positions, not less than...	3.85	5.77	150.00

ARTICLE II**Basic Day**

One hundred and fifty (150) miles or less (straight-away or turn-around) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

ARTICLE III**Overtime**

(a) Trainmen on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight hours (computed on each run from the time required to report for duty to the end of that run) within ten consecutive hours; and also for all time in excess of ten consecutive hours computed continuously from the time first required to report to final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

For calculating overtime under this rule, the management may designate the initial trip.

(b) Trainmen on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour, computed continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed, overtime shall not accrue until the expiration of seven (7) hours and thirty (30) minutes from time of first reporting for duty. Where a more favorable overtime rule exists, such rule may be retained, in which event this section will not apply.

(c) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one and one-half times one-eighth of the daily rates herein provided.

ARTICLE IV**Guarantees**

(a) Regularly assigned passenger trainmen who are ready for service on the days of their assignment, and who do not lay off of their own accord, shall receive not less than the monthly guarantees provided for in Article No. 1, exclusive of overtime and extra service, except that higher monthly guarantees shall be preserved. Extra service will pay not less than a minimum day.

(b) When a regularly assigned passenger man lays off of his own accord or is held out of service the extra man will receive the same compensation the regular man would have received, and the amount paid the extra man or men will be deducted from the amount the regular man would have received had he remained in service; the sum of the payments to the man, or men, who may be used on the run equalling the monthly guarantee.

(c) Reduction in crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages.

FREIGHT SERVICE

ARTICLE V

Rates of Pay—Through Freight

The rates requested below for freight service are compiled and based on the assumption and claim that the brakeman or flagman's rate should be not less than 80 per cent of the conductor's rate.

Class	Valley		Mountain	
	Per Mile	Per Day	Per Mile	Per Day
(a) Flagman and Brakeman.....	5.88c	\$5.88	6.47c	\$6.47
Local or Way Freight				
(b) Flagman and Brakeman.....	6.28c	\$6.28	6.91c	\$6.91

(c) Mountain rates shall be paid trainmen for the entire trip where the gradient on any part of the trip is 1.8 per cent or over.

Where mountain rates are now paid on lines where the gradient is less than 1.8 per cent, mountain rates shall be continued.

Milk, Mixed and Miscellaneous Service

(d) Where milk, mixed or miscellaneous train service has had a classification in one or other of the regular classes it will be continued in such classification. Where no such classification has existed and a rate of pay was higher than a given classification rate the same differential will be maintained as between the two as existed prior to December 31, 1917.

No service referred to in this section shall be paid on a basis lower than the through freight rate.

ARTICLE VI

Basic Day and Overtime

(a) In all road service, except passenger service, 100 miles or less, eight hours or less (straight-away or turn-around), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(b) On runs of 100 miles or less overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by $12\frac{1}{2}$. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

(c) Road trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

ARTICLE VII

Guarantees

Regularly assigned through, local, way freight, wreck, work, construction and other trainmen who do not lay off of their own accord, will be guaranteed for the month, not less than 100 miles or eight hours, for each calendar working day of the week, exclusive of overtime and extra service. Extra service will pay not less than a minimum day.

Trainmen in freight pool or other unassigned service (except extra men) who do not lay off of their own accord will be guaranteed not less than 2,600 miles for the month.

ARTICLE VIII

Held-Away-From-Home-Terminal

Trainmen in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 16 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the next succeeding eight hours, or until the end of the 24-hour period, and similarly for each 24-hour period thereafter. Should a trainman be called for duty after pay begins, time will be computed continuously, provided that, if overtime accrues on the trip, that portion of the overtime due to starting pay at the expiration of the 16-hour period instead of at the time actually required to report for duty shall be paid at the pro rata rate, in order that time and one-half time for overtime will not be so applied as to increase the rates paid for time growing out of the held-away-from-home-terminal rule.

For the purpose of applying this rule the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

ARTICLE IX

Monthly, Daily or Trip Basis

(a) All service paid on a monthly, daily or trip basis, shall be established upon the mileage basis and paid the mileage rates under the rules provided herein applicable to the class of service, except that where monthly, daily or trip rates were higher prior to the issuance of Supplement No. 16 than the mileage rates provided herein, such higher rates shall be preserved.

ARTICLE IX (Cont.)

(b) In branch line service where differentials now exist in either rates overtime bases or other conditions of service, the main line rates shall be applied for the class of service performed. Miles in excess of the mileage constituting a day will be paid pro rata. Higher rates existing prior to the issuance of Supplement No. 16 shall be preserved. The passenger or freight overtime bases shall be applied according to the rate paid. Other existing conditions of service shall not be affected by the foregoing.

ARTICLE X

Arbitrarities and Special Allowances

The same rates shall apply to all arbitrarities and special allowances as are applicable to the service of which they are a part or upon which they are based, or if not related to any particular class of service, the increase applicable to through freight service shall apply, except that in no case shall they exceed the pro rata rate of the service upon which the increase is based. The minimum time or mileage allowances shall remain in effect.

ARTICLE XI

Beginning and Ending of Day

(a) In all classes of service trainmen's time will commence at the time they are required to report for duty, and shall continue until the time they are relieved from duty.

(b) Trainmen in pool or irregular freight service may be called to make short trips and turn-arounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided (1) that the mileage of all the trips does not exceed 100 miles; (2) that the distance run from the terminal to the turning point does not exceed 25 miles; and (3) that trainmen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day subject to the first-in-first-out rules or practice.

ARTICLE XII

Deadheading

(a) Trainmen deadheading will be paid the same rates and under the same service conditions as to mileage and overtime as are applicable to the class of service on account of which deadheading is performed.

(b) Where combined deadhead and road service is called as continuous, miles made or time occupied in both services shall be computed jointly in determining the minimum trip or day's allowance for trainmen.

YARD SERVICE

ARTICLE XIII

Rates of Pay

(a) Denver Differential Territory		All Other Territories	
Foreman.....	\$7.40	Foreman.....	\$7.20
Helper.....	7.10	Helper.....	6.90
Switchtender.....	5.90	Switchtender.....	5.90

(b) Except on railroads where other satisfactory arrangement exists, yardmen disabled in the service shall be given preference in filling vacancies in positions of switchtenders in yards and switching districts.

(c) On roads where switchtenders now receive foreman's or helper's rate, such rate shall be continued

(d) Assistant yardmasters shall receive a rate of pay of not less than five (5) cents per hour above the foreman's hourly rate. Yardmasters shall receive a rate of pay of not less than five (5) cents per hour above the assistant yardmaster's hourly rate.

ARTICLE XIV

Eight hours or less shall constitute a day's work.

ARTICLE XV

All time worked in excess of eight hours within any twenty-four hour period, shall be paid for at time and one-half times the hourly rate.

ARTICLE XVI

Yardmen whose seniority generally entitles them to regular work or assignment, and who do not lay off of their own accord, shall be guaranteed not less than 26 days per month (this not to apply to extra men).

ARTICLE XVII

(a) Yardmen shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of the crew.

(b) Regular yard assignments, including transfers, shall each have a fixed starting time and the starting time shall not be changed nor assignment discontinued without at least 48 hours' advance notice.

(c) The starting time of yard crews, including transfers, shall be between 6:30 a.m. and 8:00 a.m., 2:30 p.m. and 4:00 p.m., 10:30 p.m. and 12:00 midnight.

ARTICLE XVIII

The time for fixing the beginning of assignments or meal periods shall be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.

ARTICLE XIX

Point for Beginning and Ending Day

Yard crews shall each have a specified point for going on duty, and the pay of yardmen shall continue until they reach the point at which they started work.

ARTICLE XX

Yard crews shall be allowed 20 minutes for lunch between four and five and one-half hours after starting work, without deduction in pay.

ALL SERVICE

ARTICLE XXI

All time worked or miles run on Sundays, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas, by passenger, freight or yard men, shall be paid for at a rate of time and one-half times the daily or mileage rate.

ARTICLE XXII

(a) The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future. The basis herein provided shall be applied in the interim, except where such application causes a reduction in compensation, in which case existing schedule rules and practices shall govern.

(b) Existing schedule rules, regulations and rates of pay that are more favorable will be maintained and continued unless specifically changed by the foregoing.

(c) Rules for overtime and working conditions which are in conflict with any of the provisions of the foregoing, but no others, shall be changed to conform to the provisions hereof.

(d) The rates and rules herein requested are to be applied on all railroads, whether formerly under Federal control or not, in addition to General Order No. 27, supplements thereto, interpretations thereon, memoranda and agreements in connection therewith, as issued by the United States Railroad Administration.

O

PROPOSITION PRESENTED BY THE SWITCHMEN'S UNION OF NORTH AMERICA

(April 22, 1920)

RATES OF PAY AND RULES GOVERNING THE MEN EMPLOYED IN YARD SERVICE

ARTICLE I

Rates of Pay

(a) Territory east of Rocky Mountain District:

Foremen, nights.....	\$8.00 per night
Helpers, nights.....	7.50 per night
Foremen, days.....	7.50 per day
Helpers, days.....	7.00 per day

(b) Denver differential (Rocky Mountain District):

Foremen, nights.....	\$8.20 per night
Helpers, nights.....	7.70 per night
Foremen, days.....	7.70 per day
Helpers, days.....	7.20 per day

(c) In Leadville, Cripple Creek, Butte, Anaconda, Goldfield and other points where the wages are higher than the Denver differential, they shall receive \$2.00 per day advance over the existing rate.

(d) Switchtenders shall receive Helpers' pay for the shift on which they are employed.

(e) Rates of pay in yard service that are higher than these herein requested, shall not be reduced.

ARTICLE II

Basic Day

Eight hours or less shall constitute a day's work.

ARTICLE III

Overtime

(a) All time worked in excess of eight hours in any twenty-four hour period shall be paid at the rate of one and one-half times the hourly rate, actual minutes to be counted.

(b) Time and one-half shall be allowed for all work performed on Sundays, and the following holidays: New Year's Day; Washington's Birthday; Decoration Day; Fourth of July; Labor Day; Thanksgiving Day and Christmas.

ARTICLE IV

Assignments

(a) Yardmen shall be assigned for a fixed period of time, which shall be for the same hours daily for all members of the crew.

(b) Regular yard assignments including transfers, shall each have a fixed starting time, and the starting time shall not be changed, nor assignment discontinued, without at least forty-eight hours' advance notice.

(c) The starting time of yard crews, including transfers, shall be between 6:30 a.m. and 8:00 a.m.; 2:30 p.m. and 4:00 p.m.; 10:30 p. m. and 12:00 o'clock midnight.

(d) Crews starting to work at other periods than between 6:30 a.m. and 8:00 a.m. shall be paid the night rate.

ARTICLE V

The time for fixing or beginning of assignments or meal periods shall be calculated from the time fixed for beginning work as a unit, without regard to preparatory or individual duties.

ARTICLE VI

Yard crews shall have a specified point for going on duty, and the pay of yardmen shall continue until they reach the point at which they start to work.

ARTICLE VII

Yard crews shall be allowed twenty minutes for lunch between the four and a half and sixth hours after starting to work, without deduction in pay.

ARTICLE VIII

All switching, transfer, work train, and construction work train, within yard limits shall be performed by switchmen and paid the switchmen's rate.

ARTICLE IX

The foregoing shall be incorporated into all existing agreements that may be negotiated.

(Copy)

PROPOSITION PRESENTED BY THE ORDER OF RAILWAY CONDUCTORS

(April 22, 1920)

PASSENGER CONDUCTORS:

Per Mile.....	\$ 0.0577	
Per Day.....	8.65	(150 miles)
Per 26 Day Month.....	225.00	

ASSISTANT CONDUCTORS AND TICKET COLLECTORS:

Per Mile.....	\$ 0.049	
Per Day.....	7.35	(150 miles)
Per 26 Day Month.....	191.10	

THROUGH FREIGHT CONDUCTORS:

Valley Rate.....	\$7.65 for 100 miles or day of 8 hours
Mountain Rate.....	8.37 for 100 miles or day of 8 hours

LOCAL FREIGHT CONDUCTORS:

Valley Rate.....	\$8.38 for 100 miles or day of 8 hours
Mountain Rate.....	9.13 for 100 miles or day of 8 hours

For services not mentioned, not less than the increase in money per day given in local freight service.

Working Rules: The rules for all men on the train should be uniform and they should have the same working conditions. Specific requests filed by other organizations in this regard are satisfactory to the conductors.

A literal application of the language "from time required for duty until relieved of duty" to apply in all services. For the purpose of paying passenger conductors or others who are required to remain on duty and make out reports after arrival at terminal, also for freight conductors until they have handled their manifests, wheel reports, registered in, and completed all duties required of them.

(a) The rates of pay and rules herein established shall be incorporated into existing agreements and into agreement which may be reached in the future. The basis herein provided shall be applied in the interim, except where such application causes a reduction in compensation, in which case existing schedule rules and practices shall govern.

(b) Existing schedule rules, regulations and rates of pay that are more favorable will be maintained and continued unless specifically changed by the foregoing.

(c) Rules for overtime and working conditions which are in conflict with any of the provisions of the foregoing, but no others, shall be changed to conform to the provisions hereof.

The rates and rules herein requested are to be applied on all railroads, whether formerly under Federal control or not, in addition to General Order No. 27, supplements thereto, interpretations thereon, memoranda and agreements in connection therewith, as issued by the United States Railroad Administration.

(Copy)

PROPOSITION PRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(April 23, 1920)

We desire to present for your consideration the following requests for increased wages, using the same classification of engines as now adopted on all roads that were under Federal control:

ENGINEERS—PASSENGER SERVICE

Steam, Electric or Other Power

Weight on Drivers	Per Day	Per Mile Cents
Less than 80,000 pounds.....	\$ 8.00	8.00
80,000 to 100,000 pounds.....	8.00	8.00
100,000 to 140,000 pounds.....	8.08	8.08
140,000 to 170,000 pounds.....	8.16	8.16
170,000 to 200,000 pounds.....	8.24	8.24
200,000 to 250,000 pounds.....	8.32	8.32
250,000 to 300,000 pounds.....	8.40	8.40
300,000 to 350,000 pounds.....	8.48	8.48
350,000 to 400,000 pounds.....	8.56	8.56
400,000 to 450,000 pounds.....	8.64	8.64
450,000 to 500,000 pounds.....	8.72	8.72
500,000 pounds and over.....	8.80	8.80
Mallets, regardless of weight.....	9.00	9.00

We also ask a minimum daily guarantee of \$8.75, where the daily earnings from mileage, overtime, or other rules do not make this amount.

FREIGHT SERVICE

In Through and Irregular Freight Service, including Helper, Pusher, Mine Run or Roustabout, Belt Line or Transfer, Work, Wreck, Construction, Snow Plow, Circus Trains, Trains established for the exclusive purpose of handling milk, and all other unclassified service, we ask that the following rates be granted:

ENGINEERS—FREIGHT SERVICE

Steam, Electric or Other Power

Weight on Drivers	Per Day	Per Mile Cents
Less than 80,000 pounds.....	\$ 8.34	8.34
80,000 to 100,000 pounds.....	8.42	8.42
100,000 to 140,000 pounds.....	8.50	8.50
140,000 to 170,000 pounds.....	8.74	8.74
170,000 to 200,000 pounds.....	8.90	8.90
200,000 to 250,000 pounds.....	9.06	9.06
250,000 to 300,000 pounds.....	9.20	9.20
300,000 to 350,000 pounds.....	9.34	9.34
350,000 pounds and over.....	9.54	9.54
Mallets less than 275,000 pounds.....	10.04	10.04
Mallets 275,000 pounds and over.....	10.26	10.26

For local or way freights add 64 cents per 100 miles or less to the through freight rate, according to class of engine. Miles over 100 to be paid for pro rata.

For Engineers in Yard Service we ask the following rates:

ENGINEERS—YARD SERVICE

Steam, Electric or Other Power

Weight on Drivers	Per Day
Less than 140,000 pounds.....	\$ 8.00
140,000 to 200,000 pounds.....	8.16
200,000 to 300,000 pounds.....	8.32
300,000 pounds and over.....	8.48
Mallets under 275,000 pounds.....	9.08
Mallets 275,000 pounds and over.....	9.32

We ask that these rates as requested in the different classes of service be applied to present rules, as contained in Supplement 24 to General Order No. 27, preserving all differentials for Divisions or portions thereof; or mountain or desert territory as compared with valley territory, together with former methods of establishing same. Also all rulings as contained in Interpretation No. 1 to Supplement 24 to General Order 27, together with Memoranda dated November 15, 1919, and signed by Mr. W. T. Tyler, Director of Operation, and Mr. W. S. Carter, Director of Labor.

(a) The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future. The basis herein provided shall be applied in the interim, except where such application causes a reduction in compensation, in which case existing schedule rules and practices shall govern.

(b) Existing schedule rules, regulations and rates of pay that are more favorable will be maintained and continued unless specifically changed by the foregoing.

(c) Rules for overtime and working conditions, which are in conflict with any of the provisions of the foregoing, but no others, shall be changed to conform to the provisions hereof.

The rates and rules herein requested are to be applied on all railroads, whether formerly under Federal control or not, in addition to General Order No. 27, Supplements thereto, Interpretations thereon, Memoranda and Agreements in connection therewith, as issued by the United States Railroad Administration.

PROPOSITION PRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

(April 24-30, 1920)

Adopted by Association of General Committees, Brotherhood of Locomotive Firemen and Enginemen, at Meeting
Held in Cleveland, Ohio, August 12 to 17, 1919, and submitted to Board of Railroad Wages and Working
Conditions, United States Railroad Administration, August 21, 1919.

Resubmitted to Conference Committee, Representing The Railroads, Beginning March 22, 1920.

PASSENGER SERVICE

ARTICLE I

Rates of Pay for Firemen and Helpers

(a) On all locomotives in passenger service, firemen and helpers shall be paid not less than \$6.50 per one hundred (100) miles or less, except when Mallet engines are used, when rate of \$7.20 per one hundred (100) miles or less shall apply. Miles over one hundred (100) to be paid for at pro rata rate.

(b) The foregoing rates shall be applicable to all firemen and helpers in passenger service regardless of power used.

(c) The term "helper" as used herein will be understood to mean the second man employed on electric locomotives or other than steam power.

ARTICLE II

Basic Day and Overtime

(a) In passenger service (except short turn-around and suburban service) one hundred (100) miles, or less, five (5) hours, or less (straight-away or turn-around), shall constitute a day's work. On runs of one hundred (100) miles, or less, overtime will begin at the expiration of five (5) hours. On runs of over one hundred (100) miles, overtime shall begin when the time on duty exceeds the miles run divided by twenty (20). All overtime shall be paid for at one and one-half times one-fifth of the daily rate, according to class of engine or other power used, computed on the minute basis.

(b) On short turn-around runs, no single trip of which exceeds eighty (80) miles, including suburban service, one hundred (100) miles, or less, eight (8) hours, or less, shall constitute a day. Miles in excess of one hundred (100) shall be paid for at pro rata rate. Time to be computed continuously from time required to report for duty until relieved at end of final trip. All time in excess of eight (8) hours shall be paid for as overtime at one and one-half times one-eighth of the daily rate, according to class of engine, or other power used, computed on the minute basis. This applies regardless of mileage made.

FREIGHT SERVICE

ARTICLE III

Rates of Pay for Firemen and Helpers

(a) Rates for firemen and helpers in through and irregular freight, pusher, helper, belt line or transfer, work, wreck, construction, snow plow, circus trains, milk trains and all other unclassified service, shall be as follows, based on total weight of Locomotive, exclusive of tender:

On engines weighing less than 200,000 pounds	\$6.50
On engines weighing 200,000 pounds and over	6.80
On all Mallet engines	7.20

(b) A minimum of fifty (50) cents per one hundred (100) miles, or less, is to be added for firemen or helpers in local or way freight service, mixed trains, mine runs and roustabout service, to through freight rates, according to class of engine or other power used. Miles over one hundred (100) to be paid for pro rata.

(c) The foregoing rates shall be applicable to all firemen and helpers in all classes of service covered by paragraphs (a) and (b) of this article, regardless of power used.

(d) The term "helper" as used herein will be understood to mean the second man employed on electric locomotives or other than steam power.

YARD SERVICE

ARTICLE IV

Rates of Pay for Firemen and Helpers

(a) On all engines except Mallets	\$6.50
On all Mallet engines	6.80

(b) The foregoing rates shall be applicable to all firemen and helpers in yard service, regardless of power used.

(c) The term "helper" as used herein shall be understood to mean the second man employed on electric locomotives or other than steam power.

HOSTLERS AND HOSTLER HELPERS

ARTICLE V

Rates of Pay

(a) Inside Hostlers	\$6.80
Outside Hostlers	7.20
Hostler Helpers	6.50

ARTICLE VI

Assignments

- (a) Hostlers and hostler helpers shall be assigned for a fixed period of time, which shall be for the same hours daily.
- (b) Hostlers and hostler helpers shall each have a specified point for going on and off duty.

ARTICLE VII

Starting Time

- (a) Hostlers and hostler helpers shall each have a fixed starting time, and the starting time will not be changed without at least forty-eight (48) hours' advance notice.
- (b) Where three eight (8) hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m.; the second, 2:30 p.m. and 4:00 p.m., and the third 10:30 p.m. and 12:00 midnight.
- (c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in paragraph (b).
- (d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m., and the second not later than 10:30 p.m.
- (e) Where an independent assignment is worked regularly the starting time will be during one of the periods provided in paragraphs (b) or (d).
- (f) At points where only one hostler is regularly employed, he can be started at any time, subject to paragraph (a).
- (g) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

ARTICLE VIII

Meal Period

- (a) Hostlers and hostler helpers shall be allowed twenty (20) minutes for lunch, between four (4) and five and one-half (5½) hours after starting work, without deduction in pay.
- (b) Hostlers and hostler helpers will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefor.

ARTICLE IX

Monthly, Daily or Trip Basis

- (a) In branch line service, where differentials now exist in either rates, overtime basis or other conditions of service, the main line rates shall be applied for the class of service performed. Miles in excess of the mileage constituting a day shall be paid pro rata. If existing rates are higher than the revised main line rates, they shall be preserved. The passenger or freight overtime basis shall be applied according to the rate paid.
- (b) On other than Class 1 roads, independently operated, the rates of this order shall be applied for the classes of service performed. Existing higher rates shall be preserved.

ARTICLE X

Final Terminal Detention

Final terminal detention will commence when train reaches the outer lead switch and will cease when engine is placed on designated track or relieved at terminal. When trains are delayed at yard limit boards, semaphore or blocks or behind another train or trains similarly delayed, they shall be considered on terminal detention.

If road overtime has commenced, terminal overtime shall not apply and road overtime shall be paid to point of final release. Final terminal detention shall be computed on the minute basis and paid for at time and one-half time.

ARTICLE XI

Deadheading

(a) Firemen, helpers, hostlers and hostler helpers deadheading under orders will be paid the rate and under the rules applicable to firemen or helper employed on the train on which they are deadheading, for the distance traveled; if not used within four (4) hours after arriving at destination, they shall receive at least a minimum day.

(b) When used in other service after deadheading a new day begins. No other work or service shall be combined with deadhead service.

ARTICLE XII

Specified Holiday

Firemen, helpers, hostlers and hostler helpers in all classes of service employed or held for duty on Sundays, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, shall be paid for all such time at one and one-half times the daily rate

ARTICLE XIII

Held Away From Home Terminal

Firemen or helpers in pool freight and in unassigned freight and passenger service shall be paid for all time held at other than home terminal in excess of ten (10) hours at the rate of pay of the service last performed. When again going on duty a new day shall begin.

ARTICLE XIV

Expenses Away From Home

The railroad may furnish firemen and helpers with meals and lodging while they are away from their home terminal. Where meals and lodging are not provided by the railroad an allowance shall be made for each meal and lodging. Firemen and helpers shall receive allowance for expenses not later than the time when they are paid for the service rendered.

ARTICLE XV

Monthly Guarantee

Firemen, helpers, hostlers and hostler helpers in all classes of service, either regular or assigned, shall be guaranteed not less than one day's pay for each calendar day in the month, exclusive of Sundays and specified holidays, provided they do not lay off of their own accord. Overtime not to be used in making up the guarantee. This not to apply to extra men.

ARTICLE XVI

Mechanical Stokers—Two Firemen

All coal burning locomotives in road service, weighing 200,000 pounds and over shall be equipped with mechanical stokers. Two firemen shall be employed on these locomotives until they are so equipped.

ARTICLE XVII

Mechanical Coal Passers

All coal burning locomotives weighing less than 200,000 pounds shall be equipped with mechanical coal passers.

ARTICLE XVIII

Grate Shakers, Fire Door Openers

All coal burning locomotives shall be equipped with power grate shakers and automatic fire door openers.

ARTICLE XIX

Cleaning of Locomotives

On railroads where firemen are required to clean locomotives they shall be relieved of such cleaning.

ARTICLE XX

Removal of Tools and Supplies

Where firemen or helpers are required to place on or remove tools or supplies from locomotives, fill lubricators, headlights, markers, or other lamps, they shall be relieved from such duties. Firemen and helpers will not be required to take down flags or care for lights at the beginning or completion of trip, and will be relieved of cleaning markers or removing numbers from indicator boxes.

ARTICLE XXI

Flagging and Throwing Switches

Firemen and helpers will not be required to flag or throw switches, except in case of wrecks or washouts.

ARTICLE XXII

Taking Fuel and Cleaning Fires

- (a) Firemen and helpers will not be required to assist in taking fuel at any point.
- (b) Coal of proper size for firing purposes shall be placed on all tenders.
- (c) Coal will be kept where it can be reached by the firemen from the deck of the locomotive.
- (d) Firemen will not be required to clean fires. Fires will be in proper condition before leaving terminal or beginning day's work. On divisions of railroads where it is necessary to clean fires between terminals, fire cleaners will be maintained at designated points agreed upon by the firemen's committee and the proper officers of the railroad.

ARTICLE XXIII

Investigations

(a) No fireman, helper, hostler or hostler helper shall be discharged, suspended or have notation placed against his record without just or sufficient cause. When a fireman, helper, hostler or hostler helper is charged with an offense which would warrant his suspension or discharge, if sustained, no suspension or discharge shall be inflicted without a thorough investigation within five (5) days before the official having jurisdiction, at which time he may have his chairman assist him in the investigation, who will be permitted to examine witnesses. He and his representative shall be furnished with a copy of the evidence brought out at such investigation, which will be the basis for discipline administered. When a fireman, helper, hostler or hostler helper is called for investigation he shall be notified in advance for what purpose he is called.

(b) If a fireman, helper, hostler or hostler helper is not satisfied with the result of the investigation, he shall have the right to appeal his case through the general chairman to the proper officers. In case discharge or suspension is subsequently found to be unjust, he shall be reinstated, and, if a regular fireman, helper, hostler or hostler helper, be paid for all time he would have made on his engine, run or job during the period of suspension or discharge; if an extra man, he will be paid the earnings of service last engaged in. If the notation against his record is decided to be unjust, it will be eliminated. When a notation is entered against a fireman's, helper's, hostler's or hostler helper's record, he will be furnished a copy and will receipt for it.

(c) Any complaint or evidence against a fireman, helper, hostler or hostler helper which may affect his rights of employment shall be in writing, and he shall be furnished with copy of complaint.

(d) When a fireman, helper, hostler or hostler helper requests additional time for the investigations, it will be granted, and no compensation for such time will be allowed. When the company requires additional time, the fireman, helper, hostler or hostler helper will be allowed compensation for such time, whether found guilty or not.

ARTICLE XXIV

Interpretation of Agreements

The Brotherhood of Locomotive Firemen and Enginemen shall be recognized in making and interpreting contracts, rules, rates and working agreements for locomotive firemen, helpers, hostlers and hostler helpers. The committees shall have jurisdiction and be recognized in making assignments, in accordance with seniority, of all men employed in these classes of service.

ARTICLE XXV

Conflicting Rules to be Changed

Rules for overtime and working conditions which are in conflict with any of the provisions of this order, but no others, shall be changed to conform to the provisions hereof, except as provided in Article XXVI.

ARTICLE XXVI

Saving Clause

Rules and rates of the various schedules will remain in effect except as specifically modified herein. Existing rates that are higher or rules that are considered more favorable by committees representing employees shall be maintained. This not to be construed as restricting rights of committee on individual roads to readjust any conditions not affected by these changes.

ARTICLE XXVII

Interpretation of this Order

The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future, on the several railroads.

(a) The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future. The basis herein provided shall be applied in the interim, except where such application causes a reduction in compensation, in which case existing schedule rules and practices shall govern.

(b) Existing schedule rules, regulations and rates of pay that are more favorable will be maintained and continued unless specifically changed by the foregoing.

(c) Rules for overtime and working conditions which are in conflict with any of the provisions of the foregoing, but no others, shall be changed to conform to the provisions hereof.

The rates and rules herein requested are to be applied on all railroads, whether formerly under Federal control or not, in addition to General Order No. 27, Supplements thereto, Interpretations thereon, Memoranda and Agreements in connection therewith, as issued by the United States Railroad Administration.

**PROPOSITION PRESENTED BY THE BROTHERHOOD OF RAILWAY AND
STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS
AND STATION EMPLOYEES**

(April 30 and May 1, 1920)

The requests of my organization are as follows:

First, an increase of pay of 20 cents per hour retroactive to January 1, 1919, over and above the rates established by Supplement No. 7 to General Order No. 27, and, or by Addenda and Interpretations thereto, and, or by adjustment, with a sufficient additional increase per hour to cover the increased cost of living from June 1, 1919, to the date of presentation of these requests, this additional increase to be retroactive to August 1, 1919.

Second, the re-establishment of certain differentials between freight handlers, checkers, stevedores, and other higher-rated employees in the freight houses and transfer sheds, as they existed prior to the issuance of Supplement No. 7 to General Order No. 27.

Third, two weeks' vacation with pay.

Fourth, time and one-half for Sunday and holiday work, with a guaranteed minimum of 8 hours for a call on such days.

Fifth, a guaranteed minimum of eight hours when required to report for duty on any assigned workday.

Sixth, the elimination of piece-work, tonnage and the bonus system.

Seventh, the adjustment of any unjust inequalities existing between employees performing similar work on a particular railroad, and also between employees performing practically the same class of work on different railroad properties in the same terminal.

Eighth, these new rates of pay, new Sunday and holiday overtime rates and the other requests herein made to be incorporated in and become a part of the National Agreement made with the Director General of Railroads, dated Washington, D. C., January 13, 1920, effective January 1, 1920, which is hereby submitted, to be known as our Exhibit "A," and which we maintain is continued until September 1, 1920, under the Federal Law known as the "Transportation Act of 1920."

At this time we hold an agreement affecting the members of our organization on all of the railroads in the United States which were taken over and operated by the United States Railroad Administration covering:

1. Chief Clerks to all agents (except supervising agents) and chief clerks to the general superintendents, and their equals or superiors in official rank.

Note.—By "supervising agents" we mean agents who have jurisdiction over and supervise other agents—sometimes designated "Terminal agents."

2. All foremen and sub-foremen, but not general foremen. (The latter sometimes designated as "depot masters.")

3. All station employees (except those doing telegraphic work) employed in and around passenger and freight stations, not covered by the preceding paragraph, including watchmen (but not those known as railroad policemen) and except station masters.

4. All employees of the Stores Department up to and including assistant division storekeepers and division storekeepers but not general storekeepers or assistant general storekeepers.

5. All employees of general offices not coming within the scope of the term "Clerk," such as janitors, elevator and switchboard operators, watchmen, etc.

6. All employees on elevators, piers, wharves, and, or other waterfront facilities operated by or subsidiary to the railroads.

7. All employees of car service or demurrage bureaus, freight transportation bureaus, and other like bureaus and associations when such bureaus and associations are auxiliary to, controlled by, or a part of the railroads or any system of railroads and, or when such bureaus and associations are supported from a common fund contributed to by the railroads or secured by assessments made on the railroads.

Note.—The last mentioned (No. 7) it is understood, we covered by the "National Agreement," but not being specifically mentioned therein, we believe it necessary, in order to make this clear, to specifically cover them in this submission.

This National Agreement automatically abrogated something like thirty-five individual agreements which this organization or members had negotiated with the several railroads of the United States prior to January 1, 1920.

We request that this National Agreement be continued in effect on all railroads and carriers coming within the provisions of the Transportation Act of 1920, except as amended by these requests and until amended by proper authority.

In my use of the word "carrier" in requesting that this agreement be continued in effect on all railroads and carriers, I wish to invite your attention to the fact that this organization has executed and signed a National Agreement with the American Railway Express Company, which is a "carrier" as defined in Article I of Section 300 of the "Transportation Act, 1920."

PROPOSITION PRESENTED BY THE ORDER OF RAILROAD TELEGRAPHERS

(May 1 and 3, 1920)

Guaranteed minimum rates of pay for employees represented by the Order of Railroad Telegraphers.

TRAIN DISPATCHERS

Establish a minimum monthly rate of \$225.00 and to this rate and all rates in excess thereof add \$60.00 per month.

AGENTS

To station agents now paid on a monthly basis add \$60.00 per month to present rates.

To all other station agents now paid on an hourly basis apply the following wage classifications:

173 different rates in effect at present.

\$30.00 to \$40.00 inclusive, per month on January 1, 1918, remain at \$0.48 per hour; new rate \$0.65 per hour.
 \$40.01 to \$50.00 inclusive, per month on January 1, 1918, go to 50 cents per hour; new rate 67 cents per hour.
 \$50.01 to \$57.50 inclusive, per month on January 1, 1918, go to 52 cents per hour; new rate 69 cents per hour.
 \$57.51 to \$67.30 inclusive, per month on January 1, 1918, go to 55 cents per hour; new rate 72 cents per hour.

.4825 to .52	inclusive, go to .60; new rate .77
.5525 to .55	inclusive, go to .63; new rate .80
.5525 to .5675	inclusive, go to .65; new rate .82
.57 to .60	inclusive, go to .70; new rate .87
.6025 to .65	inclusive, go to .75; new rate .92
.6525 to .70	inclusive, go to .80; new rate .97
.7025 to .75	inclusive, go to .85; new rate 1.02
.7525 to .80	inclusive, go to .90; new rate 1.07
.8025 to .85	inclusive, go to .95; new rate 1.12
.8525 to .90	inclusive, go to 1.00; new rate 1.17
.9025 to .95	inclusive, go to 1.05; new rate 1.22
.9525 to 1.00	inclusive, go to 1.10; new rate 1.27
1.0025 to 1.05	inclusive, go to 1.15; new rate 1.32
1.0525 to 1.10	inclusive, go to 1.20; new rate 1.37
1.1025 to 1.15	inclusive, go to 1.25; new rate 1.42
1.1525 to 1.20	inclusive, go to 1.30; new rate 1.47
1.2025 to 1.25	inclusive, go to 1.35; new rate 1.52
1.2525 to 1.30	inclusive, go to 1.40; new rate 1.57
1.3025 to 1.35	inclusive, go to 1.45; new rate 1.62
1.3525 to 1.40	inclusive, go to 1.50; new rate 1.67

AGENT-TELEGRAPHERS**AGENT-TELEPHONERS**

135 different rates in effect at present for agent-telegraphers.

101 different rates in effect at present for agent-telephoners.

.4800 to .52	inclusive, go to .60; new rate .77
.5225 to .55	inclusive, go to .63; new rate .80
.5525 to .5675	inclusive, go to .65; new rate .82
.57 to .60	inclusive, go to .70; new rate .87
.6025 to .65	inclusive, go to .75; new rate .92
.6525 to .70	inclusive, go to .80; new rate .97
.7025 to .75	inclusive, go to .85; new rate 1.02
.7525 to .80	inclusive, go to .90; new rate 1.07
.8025 to .85	inclusive, go to .95; new rate 1.12
.8525 to .90	inclusive, go to 1.00; new rate 1.17
.9025 to .95	inclusive, go to 1.05; new rate 1.22

GENERAL OFFICES

121 rates in effect at present at general offices.

.54	to	.60	inclusive, go to	.80; new rate	.97
.6025	to	.6275	inclusive, go to	.85; new rate	1.02
.63	to	.65	inclusive, go to	.90; new rate	1.07
.6525	to	.85	inclusive, go to	.95; new rate	1.12
.8525	to	.95	inclusive, go to	1.00; new rate	1.17

MANAGERS AND WIRE CHIEFS

.6025	to	.6275	inclusive, go to	.85; new rate	1.02
.63	to	.65	inclusive, go to	.90; new rate	1.07
.6525	to	.85	inclusive, go to	.95; new rate	1.12
.8525	to	.95	inclusive, go to	1.00; new rate	1.17

WIRE CHIEFS

.54	to	.60	inclusive, go to	.75; new rate	.92
.6025	to	.6275	inclusive, go to	.80; new rate	.97
.63	to	.65	inclusive, go to	.85; new rate	1.02
.6525	to	.85	inclusive, go to	.90; new rate	1.07
.8525	to	.95	inclusive, go to	.95; new rate	1.12

TELEGRAPHERS AND TELEPHONERS

.48	to	.52	inclusive, go to	.60; new rate	.77
.5225	to	.55	inclusive, go to	.65; new rate	.82
.5525	to	.60	inclusive, go to	.70; new rate	.87
.6025	to	.6275	inclusive, go to	.75; new rate	.92
.63	to	.65	inclusive, go to	.80; new rate	.97
.6525	to	.85	inclusive, go to	.85; new rate	1.02

DIVISION OR SUPERINTENDENTS' OFFICES

91 different rates in effect at present in Division and Superintendents' offices.

.48	to	.5475	inclusive, go to	.60; new rate	.77
.55	to	.5975	inclusive, go to	.65; new rate	.82
.60	to	.6475	inclusive, go to	.70; new rate	.87
.65	to	.6975	inclusive, go to	.75; new rate	.92
.70	to	.7475	inclusive, go to	.80; new rate	.97
.75	to	.7975	inclusive, go to	.85; new rate	1.02
.80	to	.8475	inclusive, go to	.90; new rate	1.07

YARD AND TERMINAL OFFICES

83 different rates in effect at present in yard and terminal offices.

.48	to	.50	inclusive, go to	.57; new rate	.74
.5025	to	.5475	inclusive, go to	.60; new rate	.77
.55	to	.5975	inclusive, go to	.65; new rate	.82
.60	to	.6475	inclusive, go to	.70; new rate	.87
.65	to	.6975	inclusive, go to	.75; new rate	.92
.70	to	.7475	inclusive, go to	.80; new rate	.97
.75	to	.7975	inclusive, go to	.85; new rate	1.02

TELEGRAPHERS, TELEPHONERS, TOWERMEN, BLOCK OPERATORS, STAFFMEN, PRINTERS

94 different rates in effect at present for telegraphers.
59 different rates in effect at present for telephoners.
98 different rates in effect at present for towermen.
59 different rates in effect at present for block operators.
15 different rates in effect at present for staffmen.
10 different rates in effect at present for printers.

.48	to	.52	inclusive, go to	.57; new rate	.74
.5225	to	.55	inclusive, go to	.60; new rate	.77
.5525	to	.5675	inclusive, go to	.63; new rate	.80
.57	to	.60	inclusive, go to	.65; new rate	.82
.6025	to	.65	inclusive, go to	.70; new rate	.87
.6525	to	.70	inclusive, go to	.75; new rate	.92
.7025	to	.75	inclusive, go to	.80; new rate	.97
.7525	to	.80	inclusive, go to	.85; new rate	1.02

TOWER AND TRAIN DIRECTORS

47 different rates in effect at present for tower and train directors.

.48	to	.60	inclusive, go to	.70; new rate	.87
.6025	to	.70	inclusive, go to	.75; new rate	.92
.7025	to	.73	inclusive, go to	.80; new rate	.97
.7325	to	.7875	inclusive, go to	.85; new rate	1.02
.79	to	.85	inclusive, go to	.90; new rate	1.07
.8525	to	.90	inclusive, go to	.95; new rate	1.12
.9025	to	.95	inclusive, go to	1.00; new rate	1.17

Sunday and holiday compensation to be at time and one-half time.

(COPY)

PROPOSITION PRESENTED BY THE BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

(May 3 and 4, 1920)

- (1) For all Signalmen and Signal Maintainers establish a minimum hourly rate of 85 cents per hour.
- (2) For all Signal Department helpers (including lampmen, so classified, who are now employed in the Signal Department) establish a minimum hourly rate of 60 cents per hour.
- (3) Assistant Signalmen and Assistant Signal Maintainers shall receive the Helper's minimum hourly rate for the first six months, with an increase of two cents each six months thereafter until they have served four years.
- (4) Signal Inspectors, Signal Foremen, Assistant Foremen and Gang Foremen (leaders) shall be paid on an hourly basis and receive the same overtime compensation as is paid Signalmen and Signal Maintainers.
- (5) Signal Inspectors and General Foremen \$1.10 per hour.
Signal Foremen shall be paid a minimum hourly rate of \$1.10 per hour.
Assistant Signal Foremen to be paid a minimum hourly rate of 90 cents per hour.
Leading Maintainers and leading Signalmen shall be paid a minimum hourly rate of 90 cents per hour.
- (6) The above rates are not to be applied in such a manner as to reduce present rates of pay.

Monthly salaries paid Foremen and other minor supervisory forces (so-called) shall be divided by 204 hours, and if the result be less than the minimum hourly rates above provided for Signal Inspectors and General Foremen, Signal Foremen and Assistant Foremen, then the hourly rates above provided will apply. However, if the results be greater than the hourly rates above provided, then the hourly rate secured by dividing the monthly rate by 204 hours shall be the hourly rate.

The rates herein specified to be effective on January 1, 1919, and to be augmented to the extent that the cost of living has increased since January 1, 1919; for the purpose of application this percentage shall be reduced to its equivalent in cents per hour or decimal parts thereof.

These rates of pay to be incorporated in the National Agreement negotiated by the Brotherhood Railroad Signalmen of America, effective February 1, 1920.

(Copy)

PROPOSITION PRESENTED BY THE UNITED BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES AND RAILWAY SHOP LABORERS

(May 4, 1920)

The requests of my organization are:

First, for an increase of pay retroactive to January 1, 1919, over and above the rates established by Supplements Nos. 7 and 8 to General Order No. 27, and, or by addenda and interpretations thereto, and, or by adjustment, with a sufficient additional increase per hour to cover the increased cost of living to the date of presentation of these requests.

Second, time and one-half for Sunday and holiday work, with a guarantee minimum of 5 hours for a call on such days.

Third, a guaranteed minimum of 8 hours when required to report for duty on any assigned work day.

Fourth, these new rates of pay, new Sunday and holiday overtime rates, and the other requests herein made, to be incorporated in and become a part of the National Agreement made with the Director General of Railroads dated Washington, D. C., November 22, 1919, effective December 16, 1919, and which we maintain is continued until September 1, 1920, under the Federal law known as the "Transportation Act of 1920."

EXHIBIT A

PROPOSED AGREEMENT

OF THE

UNITED BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES AND RAILWAY SHOP LABORERS

ARTICLE 1

Scope

These rules govern the hours of service and working conditions of all employees in the Maintenance of Way Department, not including supervisory forces above the rank of General Foreman; including all Roundhouse, Stores, Yard, Rail, and Saw Mill Employees, including their gang leaders, Power Plants, Timber Treating Plants, Ice Plants and Houses, Fuel Department, Pumping Stations and all composite mechanics and other employees not specifically mentioned who were not represented by other organizations prior to September 1, 1918.

ARTICLE II

SENIORITY—SENIORITY DATUM

Section 1. Seniority begins at the time the employee's pay starts.

Section 2. Rights accruing to employees under their seniority entitles them to consideration for positions in accordance with their relative length of service with the railroad, as hereinafter provided.

LIMITS

Section 3. Seniority rights of all employees are confined to the sub-department in which employed.

RIGHTS OF LABORERS

Section 4. Seniority rights of laborers as such will be restricted to their respective gangs; when reduced, laborers affected may displace laborers junior in service under one supervisor or other corresponding officer.

Section 5. Seniority rights of laborers to promotion will be restricted to the territory under one division superintendent, or one master mechanic, and general storekeeper.

RIGHTS OF OTHERS THAN LABORERS

Section 6. Seniority rights of employees of higher rank than laborers to new positions or vacancies will be restricted to the territory over which one superintendent, one division engineer, one master mechanic, or one general storekeeper, has jurisdiction. When force is reduced, foremen and other mechanics will have the right, before displacing other employees, to displace only foremen and other mechanics with the least seniority rights on their respective seniority districts.

Example.—Bridge and Building Department to be confined to one master carpenter, or corresponding officer. Track Department to be confined to Division Superintendent or other corresponding officer. Mechanical department to be confined to one master mechanic or other corresponding officer. Stores Department to be confined to General Storekeeper or other corresponding officer.

IN TEMPORARY SERVICE

Section 7. Employees assigned to temporary service may when released, return to the position from which taken, without loss of seniority.

ROSTERS

Section 8. Seniority rosters of employees of each sub-department by seniority districts will be separately compiled, copies will be furnished foremen and employees' representatives and be kept at convenient places available for inspection by employees interested.

SCOPE OF ROSTER

Section 9. Seniority rosters will show the name and date of entry of the employees into the service of the railroad and date of promotion except that names of laborers will not be included and their seniority rights will not apply until they have been in continuous service of the railroad in excess of six (6) months.

ROSTER REVISION

Section 10. Rosters will be revised in January of each year and will be open to correction for a period of sixty (60) days thereafter.

LEAVE OF ABSENCE

Section 11. Employees given leave of absence in writing by proper authority of the railroad, for six (6) months or less will retain their seniority. Employees failing to return before the expiration of their leave of absence will lose their seniority rights unless an extension has been obtained.

NOTICE OF DESIRE TO RETAIN

Section 12. When employees laid off by reason of force reduction, desire to retain their seniority rights, they must file with the officer of the sub-department notifying them of the reduction, their address, and renew same each sixty (60) days. Failure to renew the address each sixty (60) days or to return to the service within fifteen (15) days after being so notified will forfeit all seniority rights.

RETENTION IN TRANSFER

Section 13. Employees temporarily transferred by direction of the management, from one seniority district to another will retain their seniority rights on the district from which transferred.

CHANGE OF DISTRICT

Section 14. In case of change in seniority districts a relative proportion of the total employees affected will be transferred to and their seniority rights adjusted in the revised districts by the management with a properly constituted committee representing the employees.

EXPENSE

Section 15. Employees accepting positions in the exercise of their seniority rights, will do so without causing extra expense to the railroad.

ARTICLE III

PROMOTION—BASIS OF PROMOTIONS

Section 1. Promotions shall be based on ability, merit and seniority, ability and merit being sufficient, seniority shall prevail. If question arises as to employee's ability to fill position a committee of three (3) employees appointed by the General Chairman or Vice Chairman of the U. B. M. W. E. & R. S. L. together with a like committee appointed by the management shall investigate and make decision on question involved.

VACANCIES AND NEW POSITIONS

Section 2. In transferring employees to fill vacancies or new positions, the provisions of Section 1 of this Article will apply.

LIMITS

Section 3. Employees are entitled to promotion in the sub-department over which their seniority rights prevail.

DECLINING

Section 4. Employees declining promotion shall not lose their seniority except to the employee promoted and only in the next higher rank of service.

FAILING TO QUALIFY

Section 5. Employees accepting promotion and failing to qualify within thirty (30) days may return to their former position without loss of seniority.

BULLETIN FORCES

Section 6. New positions and vacancies, including temporary vacancies, shall be bulletined with thirty (30) days previous to or following the dates such vacancies occur.

HOW MADE

Section 7. Promotions to new positions or to fill vacancies will be made after bulletin notice has been posted for a period of ten (10) days at the headquarters of the gangs in the sub-department of employees entitled to consideration in filling the positions, during which time employees may file their applications with the official whose name appears on the bulletin. The appointment will be made before the expiration of thirty (30) days from the date the bulletin is posted, and the name of the employee selected will then be announced. New positions or vacancies may be filled temporarily pending permanent assignment, copy of bulletin notice to be furnished to the Chairman of local grievance committee.

ARTICLE IV

DISCIPLINE AND GRIEVANCES—Advice of Cause

Section 1. Employees disciplined or dismissed shall be advised of the cause in writing at time dismissed.

HEARING

Section 2. An employee represented by this organization, disciplined or who feels unjustly treated shall upon making a written request to the immediate superior within ten (10) days from date of advice, be given a fair and impartial hearing within ten (10) days thereafter and a decision will be rendered within twenty (20) days after completion of hearing.

Such employees may select not to exceed three employees to assist at the hearing.

TRANSCRIPT

Section 3. A transcript of an employee's evidence in writing will be furnished only to such employees upon verifying and signing same.

COPIES FOR COMMITTEE

Section 4. A copy of all the evidence taken in writing at the hearing will be promptly made available for use of a properly constituted committee when required in handling cases on appeal.

Duly accredited committee means a local committee of the organization, General System Division Committee, Chief Executive Officer, or his authorized representative.

APPEALS

Section 5. An employee dissatisfied with a decision will have the right to appeal in succession up to and including the highest official designated by the management to handle such cases; if notice of appeal is given the official rendering the decision within ten (10) days thereafter.

The right of the employee to be assisted by the duly accredited representatives of the employees is recognized.

EXONERATIONS

Section 6. If the charges against the employee is not sustained, it shall be stricken from the record. If by reason of such unsustained charge the employee has been removed from position held, reinstatement will be made and payment allowed for the assigned working hours actually lost while out of service of the railroad at not less than rate of pay of position formerly held or the difference in rate of pay earned if in the service.

PENDING DECISION

Section 7. Prior to the assertion of grievances as herein provided and while questions of grievances are pending there will neither be a shutdown by the employer nor a suspension of work by the employees.

LEAVE OF ABSENCE

Section 8. Employees serving on committees on sufficient notice shall be granted leave of absence and free transportation. Employees called to testify as witnesses, in case of trial or investigation of other employees, by either committee or railroad officials shall be compensated for all time lost on account of such trial or investigations; compensation to be paid by railroad company.

ARTICLE V
COMPENSATION—A DAY'S WORK

Section 1. Eight consecutive hours exclusive of the meal period shall constitute a day's work.

CONTINUOUS HOURS SERVICE

Section 2. For regular operations requiring continuous hours, eight (8) consecutive hours shall constitute a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat, without deduction in pay.

HOURS PAID FOR

*Section 3. Regularly established daily working hours will not be reduced below eight (8) to avoid making force reductions.

SUNDAY WORK

Section 4. Time worked on Sunday and the following holidays: New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas or any other holidays that may be made legal from time to time shall be paid for at the rate of time and one-half.

In the event that any of the above recognized holidays fall on Sunday, the following Monday shall be recognized as a holiday.

OVERTIME

Section 5. Overtime for all employees covered by this agreement shall be computed after the eight hours of continuous service exclusive of the meal period, at the rate of time and one-half time on the actual minute basis, whether working, waiting, or traveling.

CALLS

Section 6. Employees called or required to return to work will be allowed five (5) hours for three (3) hours and twenty (20) minutes or less. They shall be required to do only such work as called for.

BEGINNING AND END OF DAY

Section 7. Employees' time will start and end at designated tool houses, outfit cars and shops. For regular road service employees not in outfit cars, such starting time and ending time shall be at designated home stations.

STARTING TIME

Section 8. (a) When one shift is employed, the starting time shall be not earlier than 7 o'clock, and not later than 8 o'clock. The time and length of the lunch period shall be subject to mutual agreement.

(b) Where two shifts are employed, the starting time of the first shift shall be governed by (a) of this section and the second shift shall start immediately following the first shift, or at 8 p.m.

The spread of the second shift shall consist of eight consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

(c) Where three shifts are employed, the starting time of the first shift shall be governed by (a) of this section, and the starting time for each following shift shall be regulated accordingly.

The spread of each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

MEAL PERIOD

Section 9. (a) When a meal period is allowed, it will be between the ending of the fourth hour and beginning of the sixth hour after starting work, unless otherwise agreed upon by the employees and employer.

(b) If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the overtime rate and twenty (20) minutes with pay in which to eat shall be afforded at the first opportunity.

(c) Unless acceptable to a majority of the employees directly interested, the meal period shall not be less than thirty (30) minutes nor more than one (1) hour.

DETERMINING HOURLY RATES

Section 10. To determine the hourly rate for positions held by monthly paid employees multiply the regular monthly rate in effect by 12, divide by 306, the regular assigned work days of a year, and divide this quotient by 8.

In determining the hourly rate, fractions less than one-fourth of one cent shall be as one-fourth of one cent; over one-fourth and under one-half as one-half cent; over one-half and under three-quarters, as three-fourths; over three-fourths as one cent.

TRAVEL TIME IN CAMP CARS

Section 11. Employees required by the management to travel on or off their assigned territories in boarding cars, will be allowed straight time traveling during regular working hours, and overtime rates for all overtime hours, including Sundays and holidays.

AUTHORITY FOR OVERTIME

Section 12. No overtime hours will be worked without authority of a superior officer, except in case of emergency, where advance authority is not obtainable.

SUPERVISORY EMPLOYEES

Section 13. Supervisory employees will be allowed time during regular working hours to do necessary clerical work in connection with their supervisory duties; when required by the management to do clerical work, after regular working hours, the overtime provisions of this agreement shall apply.

ASSIGNMENTS TRAVELING

Section 14. Employees temporarily or permanently assigned to duties requiring variable hours, working on or traveling over an assigned territory and away from and out of reach of their regular boarding and lodging places or outfit cars, shall be paid actual expenses and overtime as provided in these rules, whether waiting, working, or traveling.

REPORTING AND NOT USED

Section 15. Employees required to report at usual starting time and place for the day's work, and when conditions prevent work being performed, shall be allowed a minimum of five (5) hours. If required to perform work, shall be paid for full day.

ABSORBING OVERTIME

Section 16. Employees will not be required to suspend work during any regular assigned work period for the purpose of absorbing overtime.

REDUCTION IN FORCES

Section 17. Employees will not be laid off for short periods where proper reduction of expenses can be accomplished by first laying off the junior men. Five (5) days' notice will be given men affected before reduction is made and lists will be furnished local committee.

MEALS AND LODGINGS

Section 18. Employees required to perform work on or off their regular assigned territory and away from their regular boarding and lodging places and outfit cars will be furnished with meals and lodging at the Railroad's expense. This rule not to apply to mid-day lunch customarily carried by employees.

WITNESSES

Section 19. Employees taken away from their regular assigned duties at the request of the management to attend court or to appear as witnesses for the railroad, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place and in addition, necessary actual expenses while away from headquarters, and any fees or mileage accruing will be assigned to the railroad.

COMPOSITE SERVICE

Section 20. An employee working on more than one class of work on any day will be allowed the higher rate of pay for the entire day. When temporarily assigned by the proper officer to lower rated positions, his rate of pay will not be reduced.

FEMALE EMPLOYEES

Section 21. The pay of female employees for the same class of work shall be the same as that of men and their working conditions must be healthful and fitted to their needs. The laws enacted for the government of their employment must be observed.

ARTICLE VI

PASSES

Section 1. Employees serving on committees will be granted leave of absence and free transportation, when called for committee work.

CONSENT TO TRANSFER

Section 2. Only in case of emergency shall employees be transferred to another division unless they so desire.

PASSES

Section 3. Upon request, any employee after a service of thirty days will be furnished free transportation for himself and family, over their respective superintendent's district; after a period of six months over the entire system; after a period of one year over foreign lines. Employees acting in capacity of General Chairmen, Assistant Chairmen, Vice Chairmen and Secretary of the Joint Protective Board of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, who are devoting their time to representing the employees coming under provisions of this agreement, upon request will be furnished annual railroad and Pullman transportation over their entire systems and short cuts on connecting lines.

OUTFIT CARS

Section 4. Camp cars shall be maintained in good and sanitary conditions. All cars must be sealed and screened (except tool cars.) All camp cars will be equipped with springs consistent with safety and character of car and comfort of employees. Foremen must and will be allowed time in which to keep cars in clean and sanitary conditions. Camp cars to be equipped by the company with sanitary steel bunks with springs, stoves and lamps. Cook cars equipped with cooking stoves and necessary cooking utensils. Dining cars shall be furnished with dishes to accommodate the number of men worked, fuel and oil shall be furnished by the railroad. Not more than one man to each three hundred and twenty-five cubic feet of clear space, shall be allowed in each sleeping car. Each outfit will be furnished with a car equipped with a bath tub and means of heating water for bathing purposes.

COOKS

Section 5. In camps or cars where the road service is of transitory character and when there are six or more men in gang a cook shall be furnished at the expense of the railroad. Where less than six men are employed one man shall be allowed sufficient time at the railroad's expense to prepare the meals.

WATER

Section 6. The railroad will see to it that an adequate supply of water suitable for domestic uses is made available to employees living in its buildings, camps and outfit cars. Where it must be transported and stored in receptacles, they shall be well adapted to the purpose.

WEEK END VISITS

Section 7. Employees will be allowed to make week end visits to their homes. Free transportation will be furnished upon request, and employees will be allowed straight time one way while traveling.

TOOLS

Section 8. The railroads will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

TRANSFERRING HOUSEHOLD GOODS

Section 9. Employees transferred from one location to another by direction of the management or in exercising their seniority rights, will be entitled to move their household effects without payment of freight charges.

CHECKING IN AND OUT

Section 10. Employees who are required to check in and out on their own time will be paid one hour extra at the close of each week regardless of the number of hours worked during the week.

WORK IN EXCESS OF 16 HOURS

Section 11. Employees shall be paid double time for all time held on duty in excess of sixteen hours.

SECTION HOUSES

Section 12. All regular section and yard foremen shall be furnished at an annual rental not to exceed one dollar per year, and such houses will be maintained in good and sanitary condition by the railroad.

Section 13. Employees laid off on account of reduction in force, who desire to seek employment elsewhere will, upon application, be furnished with a pass to any point desired on the same railroad.

Section 14. Mechanics of one craft shall in no case be required to perform the duties of mechanics of another except in case of absolute emergency.

PERSONAL INJURIES

Section 15. Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment, and employees shall be permitted to return to work without signing a release pending final settlement of the case.

APPRENTICESHIP

Section 16. Any employee above the rank of laborer who has served three years at his trade shall be classified and paid as a mechanic.

PAYING OFF

Section 17. Employees will be paid off during their regular working hours, semi-monthly, except where existing state laws provide a more desirable pay-off condition. Should the regular pay day fall on a holiday or days when the employees are working they will be paid on the preceding day. Where there is a shortage equal to one day's pay or more in the pay of an employee a voucher will be issued to cover the shortage.

Section 18. An employee who has been in the service of the Railroad Company thirty (30) days shall not be dismissed for incompetency, neither shall an employee be discharged for any cause without first being given an investigation. Employees leaving the service of the company will be furnished with time due within twenty-four (24) hours where D. C. checks are issued and within forty-eight (48) hours at other points or earlier when possible.

GRAND LODGE REPRESENTATIVES

Section 19. Any bona fide representative of the Grand Lodge of the U. B. M. W. E. & R. S. L. shall be entitled to represent any employee or any committee upon presentation of proper credentials.

PREVIOUS AGREEMENTS OR PRACTICES

Section 20. On roads where an agreement or practice more favorable to the employees has been in effect such agreement or practice shall be retained.

DISSIMILAR CONDITIONS

Section 20a. Where there are dissimilar conditions existing on the various railroads and not provided for by this agreement, the General Committee of that particular road shall be permitted to amend such conditions above referred to PROVIDED, HOWEVER, this does not change the proposed established rate of pay.

PRINTING SCHEDULES

Section 21. This schedule of working conditions shall be printed by the railroad and any employees affected thereby shall be provided with a copy upon request.

CONTROVERSIES

Section 22. Controversies arising over the application of this schedule of working conditions shall be referred to Railway Board of Adjustment No. 3, in accordance with the provisions of General Order No. 53.

APPLICANTS FOR EMPLOYMENT

Section 23. Applicants for employment will be required to make statement only as to their ability and address of relatives, except when their duties require them to distinguish signals or do flagging when they shall be required to pass the usual eye-sight and hearing tests.

EMERGENCY CASES

Section 24. Emergency cases shall be construed to mean only the following: Fires, washouts, broken rails or switches or conditions that may stop traffic.

DATES EFFECTIVE AND CHANGES

Section 25. This schedule of hours of service and working conditions takes effect and there will be no change in it until after thirty (30) days' notice has been given in writing by either party to the other.

COMMITTEE

FRANK JOHNSON, Chairman,
F. C. GASSMAN, Secretary
W. A. DAVIS
W. E. STEVENS
T. C. CARROLL
S. S. COX
G. A. BOWN
JOHN E. PERRY
R. E. DELL
J. J. ROACH

C. W. ROY
J. F. OWEN
L. HAIR
JOHN HALL
WM. PARKER
NEIL JOHNSTON
J. J. FARNAN
JOS. DUTTON
A. M. WESTON
F. B. COLLIER

FOR ALL EMPLOYEES IN THE BRIDGE AND BUILDING DEPARTMENT

All General Bridge & Building Foremen, per month.....	\$270.00
All Bridge & Building House Carpenter Foremen, month.....	250.00
All painter, tinner, water supply, brick and concrete, cabinet and bench carpenter, steel bridge and steel tank Foremen, month.....	250.00
Fence Gang Foremen, month.....	228.00
Tunnel Foremen, month.....	250.00
Paver Foremen, month.....	208.00
Pile Driver Foremen, month.....	270.00
Rail and Saw Mill Foremen, month.....	250.00
Assistant Fence Gang Foremen, hour.....	.90
Wire Fence Gang Men, hour.....	.67
Water Treaters, hour.....	.75
Steam Shovel Engineers, hour.....	.92
Steam Shovel Cranemen.....	.85
Steam Shovel Pitmen, hour.....	.67
Steam Shovel Firemen, hour.....	.67
Pumps, hour.....	.70
Hand Draw Bridge and Incline Tenders, hour.....	.67
Pile driver, derrick and hoisting Foremen, hour.....	.67
Assistant Draw Bridge and Incline Tenders, hour.....	.62
All bridge and building carpenters, painters, masons, bricklayers, plasterers, apprentices and helpers, hour...	.67
All assistant carpenter, painter, mason, tinner, water supply, brick and concrete, bench carpenter, cabinet, steel bridge and steel tank and concrete, tunnel, derrick foremen, hour.....	1.00
All scale, bridge, building, water and fire inspectors, hour.....	1.00
All pile driver, derrick, hoisting and steam crane engineers, hour.....	.90
All mechanics in the maintenance of way department, hour.....	.85
Draw bridge tenders, power and draw bridge engineers, track pan pumpers, hour.....	.85
Sign painters, hour.....	.90
Assistant power draw bridge tenders, hour.....	.80
All stationary firemen, hour.....	.67
All derrick watchmen, pile driver watchmen, steam shovel watchmen, hour.....	.65
All camp car cooks, hour.....	.62
All camp car cookees, hour.....	.57
All powder men, hour.....	.90
Motor car operators and chauffeurs, hour.....	.85
Assistant motor car operators and chauffeurs, hour.....	.67
Yard, warehouse and station watchmen, hour.....	.67
Sawyers, hour.....	.85
Uniform patrolmen, hour.....	.75
Pavers, hour.....	.75
Cradle tenders, hour.....	.67
Tunnel miners, hour.....	.85
Tunnel muckers, hour.....	.67
Tunnel Inspectors, hour.....	.75

RATES FOR TRACK DEPARTMENT

Rail and Ballast Gang Foremen, over 60 men, month.....	\$250.00
General Foremen and switch foremen, month.....	250.00
Rail and ballast gang foremen with less than 60 men, month.....	240.00
Regular extra gang and work-train foremen, month.....	250.00
First-class yard foremen, month.....	228.00
Second-class yard foremen, month.....	218.00
Section and Relief foremen, month.....	208.00
Section foremen with tunnels 500 feet or more, month.....	218.00
Trackmen in tunnels 500 feet or over, hour.....	.68
Timber treaters, hour.....	.68
Regular trackmen, hour.....	.65
Track walkers or inspectors, hour.....	.68
Assistant extra gang foremen, assistant yard foremen, hour.....	1.00
Track apprentices and assistant section foremen, hour.....	.67
Track watchmen and lamptenders, hour.....	.60
Track watchmen in tunnels, hour.....	.63
Crossing flagmen, hour.....	.60
Crossing flagmen in uniform, hour.....	.65

The differential in favor of mountain and grade sections now in effect shall be maintained. Foremen and men operating snow plow or flangers shall be paid for their services at the regular rate plus \$1.00 for each 8-hour day or fraction thereof while on trip.

Laborers, hour.....	.68
Store room stock men, hour.....	.70
Store room material handler, hour.....	.65
Turn table operator, hour.....	.65
Locomotive boiler washer helpers, flue borers, oilers, fire knockers, cleaners, ash pit men, engine watchmen, engine wipers, coal chute men, coal passers, sand house men, oil house men, shop chain gang men, tool checkers, store room and material yard gang men, transfer table operators, hour.....	.65
Fire builders, hour.....	.70
All other laborers, hour.....	.60
Gang foremen, month.....	156.00

(COPY)

PROPOSITION PRESENTED BY THE MASTERS, MATES AND PILOTS OF AMERICA

(May 5 and 6, 1920)

NEW YORK

The difference in pay received by the Master Pilot, Captain or Pilot in New York and in San Francisco, is as follows:

FERRYBOATS

Occupation.	San Francisco.	New York.
Master Pilot or Captain.....	\$250.00 per month	\$190.00 per month
First Officer or Wheelsman.....	160.00 per month	120.00 per month

TUGBOATS

Occupation.	San Francisco.	New York.
Master Pilot or Captain.....	\$225.00 per month	\$190.00 per month

In conclusion, we respectfully request that in view of the facts set forth in this brief, that a re-adjustment of wages be made for the licensed deck officers employed by the United States Railroad Administration in the port of New York to equal the wages paid to licensed deck officers in San Francisco.

PHILADELPHIA

The following will show the difference in pay received by the Captain, Master or Pilot and Wheelsman:

FERRYBOATS

Occupation.	San Francisco.	Philadelphia.
Master Pilot or Captain.....	\$250.00 per month	\$200.30 per month
First Officer or Wheelsman.....	160.00 per month	150.27 per month

TUGBOATS

Occupation.	San Francisco.	Philadelphia.
Master Pilot or Captain.....	\$225.00 per month	\$211.68 per month

In conclusion, we respectfully request that in view of the facts set forth in this brief, that a readjustment of wages and working conditions be made for the Master Pilots, Captains, Pilots and Wheelmen employed by the United States Railroad Administration in Philadelphia harbor to equal the wages and working conditions of the Master Pilots, Captains, Pilots, First Officers or Wheelmen in San Francisco.

NEW ORLEANS

The officers of the interested railroads have given consideration to the present rates of pay for masters, mates, pilots and engineers, as compared with rates of other railroad employees having similar responsibility and in order to place the wages of these employees on a comparative basis with men engaged in railroad work and outside steamboat work, join the representatives of the employees in recommending to your Board the adoption of the following rates of pay, and rules covering working conditions, to be effective as of January 1, 1920; and continue for a period of one year and thereafter subject to change on 30 days notice from either of the parties to this contract.

RATES OF PAY

Senior masters on all transfer boats.....	\$220.00
Master pilots in charge of boats while on watch.....	210.00
Chief engineers.....	207.50
Assistant engineers.....	180.00
Pilots and engineers on tug Restless.....	170.00
Master pilots on tugs El Vivo or El Listo..... (when used as tow boat).....	195.00
Chief engineers on tugs El Vivo or El Listo (when used as tow boat).....	195.00
Pilots on towing tug.....	150.00
Mates on T. & P. boats.....	130.00

WORKING RULES

1. When tugs of the Southern Pacific lines are transferred between Algiers and Avondale, two hours pay at the rate of the service for which the tug is intended will be allowed for a trip each day.
2. Where merit and ability is sufficient seniority shall prevail in filling all vacancies.
3. An engineer, master, mate or pilot will not be removed from service without good cause and sufficient reasons, or be disrated without just cause.

Class of Boat	Position	Wages	
		Present	Proposed
La. Miss. R. R. Transfer (A. & V.) Self Propell Car Ferry at Vicksburg, Miss., Steamers Albatross and Pelican.....	Senior Master.....	\$200.00	\$250.00
	Masters.....	190.00	250.00
Gulf Coast Line Self Propell Car Ferry at Baton Rouge, La., Steamer B. F. Yoakoum	Senior Master.....	200.00	250.00
	Masters.....	190.00	250.00
Texas & Pacific Self Propell Car Ferry Steamers L. S. Thorne and Gouldsboro at New Orleans, La.....	Senior Master.....	200.00	250.00
	Master.....	190.00	250.00
	Master.....	190.00	250.00
	Mates.....	110.00	160.00
Southern Pacific Self Propell Car Ferry Steamer Carrier at New Orleans, La.....	Senior Master.....	200.00	250.00
	Master.....	190.00	250.00
	Master	190.00	250.00
Sou. Pac. R. R. Barge Car Ferry Mastodon and tugs El Vivo and El Listo and Restless.....	Senior Master.....	200.00	250.00
	Master.....	190.00	250.00
	Tug Pilots.....	125.00	160.00
	Tug Masters.....	150.00	205.00
	Tug Masters.....	150.00	205.00

CHESAPEAKE BAY

Subject: Readjustment of Wages, and Rules for Working Conditions for Railroad Owned and Operated Passenger and Freight Steamers, on Chesapeake Bay.

EXHIBIT A

Much difficulty has been experienced by the Officers of the Association in their effort to obtain a uniform wage and working rules for Passenger and Freight Steamers, owned and operated by the Seaboard Air Line Railroad, Southern Railroad, and New York, Philadelphia & Norfolk Railroad, on Chesapeake Bay, from Norfolk, Va., to Baltimore, Md., and from Norfolk, to Cape Charles City, Va.

Inasmuch as these steamers compare favorably in size and service with the steamers of the New England Steamship Company, plying between New York and Providence, R. I., we respectfully request your honorable Board to grant such adjustment in the wages and working rules for deck officers employed on passenger and freight steamers operating on Chesapeake Bay, between the cities above referred to, as will give them an equal rate of pay and working conditions as enjoyed by the deck officers on railroad owned and operated steamers of similar capacity and services, as those operated by the New England Steamship Company, as referred to above.

Therefore, we respectfully request your earnest consideration, and hope that you will grant the following scale of wages and working rules for the above referred to Chesapeake Bay steamers.

Occupation	Wages		
	Present Pay	Proposed	Increase
Masters.....	\$265.00	\$309.40	\$44.40
First Pilot.....	205.00	222.50	17.50
Second Pilot.....	180.00	193.75	13.75

And we respectfully ask that you promulgate the following working rule:

WORKING RULE

Deck officers are not to be required on duty more than twelve (12) hours out of any twenty-four (24) hours except in case of emergency to save life or property.

Subject: Readjustment of Wages, and Rules for Working Conditions for Railroad Owned or Operated Two Boats, between Norfolk, and Cape Charles, Va.

Also request that another pilot be granted for each of these tugs so as to permit one man to be given shore leave of absence every four days, with three deck officers on board at all times, so as to divide the time into three watches, thus giving them the principle of an eight hour day.

Occupation	Wages		
	Present	Proposed	Increase
Master.....	\$240.00	\$275.00	\$55.00
First Pilot.....	205.00	222.50	17.50
Second Pilot.....	180.00	193.75	13.75
Third Pilot (new).....		175.00	175.00

Subject: Readjustment of Wages and Working Conditions, for Railroad Harbor Tugs in the ports of Norfolk, Newport News, and Hampton Roads District.

Therefore, we respectfully petition your honorable Board to favorably consider an adjustment of these inequalities for these masters and pilots, by granting the following wages and working conditions on railroad towboats operated in the ports of Norfolk and Newport News, Va.:

Occupation	Wages		
	Present	Proposed	Increase
Master.....	\$160.00	\$225.00	\$65.00
Night or Relief Master.....	150.00	225.00	75.00
Deck Mate.....	115.00	160.00	45.00

Subject: Readjustment of Wages and Rules for Working Conditions, for the Chesapeake & Ohio Railway Tugs and Ferry Steamers.

EXHIBIT E

1. We respectfully refer to your honorable Board for attention, and ask the same consideration for the five (5) Chesapeake & Ohio Ry. Tugboats at Newport News, Va., as may be given other Railroad owned or operated harbor tugs in the Hampton Roads District.

We respectfully request that you grant the following readjustment in their wages:

Occupation	Wages		
	Present	Proposed	Increase
Masters.....	\$185.00	\$225.00	\$40.00
Deck Mates.....	135.00	175.00	40.00

1. We respectfully request that the same consideration that may be granted the masters and mates of the above mentioned tugs may also be given the masters and pilots of the passenger steamer Virginia, belonging to the same Company, and operated as a ferry between Newport News and Norfolk, Va., as it has always been the custom of that Company to grant such equal conditions and wage increases to this steamer as made to its tugs, also that the eight (8) hour day and extra pay for holidays apply in this case.

Subject: Readjustment of Wages and Rules for Working Conditions, for Masters of Railroad Passenger Barge.

We request an adjustment for the master of the Atlantic Coast Line Passenger Barge.

Occupation	Wages		
	Present	Proposed	Increase
Master.....	\$92.32	\$175.00	\$82.68

Also that the eight (8) hour day and extra pay for holidays apply in this case.

Eight consecutive hours on duty to constitute a day's work.

Six (6) consecutive days' work to constitute a week's work.

If a licensed master, mate, or pilot, is required to work on Sunday, New Year's Day, Washington's Birthday, Fourth of July, Labor Day, Thanksgiving Day or Christmas, we request that you will grant him one additional day's pay, at his regular monthly rate of pay.

PORT OF BALTIMORE

We ask that the same consideration be given the masters and mates on the tug boat Transit Railroad, owned and operated in the port of Baltimore, insofar as pertains to wages and working conditions as you give to the tug boats in other ports.

Class of Boat	Position	Wages	
		Present	Proposed
Exhibit "A." Passenger and Freight Steamers.....	Master.....	\$265.00	\$309.40
	1st Pilot.....	205.00	222.50
	2nd Pilot.....	180.00	193.75
Exhibit "B." Towboats, Norfolk to Cape Charles..	Master.....	240.00	275.00
	1st Pilot.....	205.00	222.50
	2nd Pilot.....	180.00	193.75
	3rd Pilot.....	New	175.00
Exhibit "C." Railroad Harbor Tugs.....	Master.....	160.00	225.00
	Night Master.....	150.00	225.00
	Deck Mate.....	115.00	160.00
Exhibit "D." C. & O. Ry. Tugs and Ferry Str.....	Master.....	185.00	225.00
	1st Pilot.....	155.00	195.00
	2nd Pilot.....	140.00	180.00
	Deck Mate.....	135.00	175.00
Exhibit "E." Railroad Passenger Barge.....	Master.....	92.32	175.00

(COPY)

**PROPOSITION PRESENTED BY THE INTERNATIONAL BROTHERHOOD OF
STATIONARY FIREMEN AND OILERS**

(May 6, 1920)

(1) All employees to be paid on an hourly basis, the hourly rate to be as follows:

	Establish a basic minimum rate per hour of	To which add per hour	Making new rate of
Stationary Engineers.....	\$0.60	\$0.20	\$0.80
Coal Hoisting Engineers.....	.55	.20	.75
Water Tenders.....	.50	.20	.70
Stationary Firemen.....	.48	.20	.68
Oilers.....	.48	.20	.68
Fire Knockers.....	.48	.20	.68
Fire Builders.....	.48	.20	.68
Turn Table Men.....	.45	.20	.65
Power House Boiler Washers.....	.48	.20	.68
Boiler Washers Helpers.....	.45	.20	.65
Flue Borers.....	.48	.20	.68
Ash Pit Men.....	.45	.20	.65
Engine Watchmen.....	.45	.20	.65
Engine Wipers.....	.45	.20	.65
Coal Passers and Laborers.....	.45	.20	.65

(2) All employees to be paid at the rate of time and one-half time for all time worked in excess of eight (8) hours on week days, and also time and one-half time for all time worked on all Sundays and all legal holidays.

Respectfully submitted,

(Signed) Timothy Healy,

International President,

211 East 45th Street,

New York City.

Washington Address: National Hotel.

PROPOSITION PRESENTED BY THE FEDERATED SHOP CRAFTS

(May 6, 1910)

Our requests are as follows: -

(1) Agreement between the United States Railroad Administration and the employees represented by the Railway Employees Department of the American Federation of Labor and its affiliated organizations of the Mechanical Section and Divisions Nos. 1, 2 and 3, thereof, signed for the railroads by Walker D. Hines, Director General of Railroads, and for the organizations by:

Name.	Title.	Organization.
J. F. Anderson.....	Vice President.....	International Association of Machinists.
Louis Weyand.....	Acting President.....	International Brotherhood of Boilermakers, Iron Ship Builders, and Helpers of America.
James W. Kline.....	President.....	International Brotherhood of Blacksmiths and Helpers.
J. J. Hynes.....	President.....	Amalgamated Sheet Metal Workers' International Alliance.
Jas. P. Noonan.....	Acting President.....	International Brotherhood of Electrical Workers.
Martin F. Ryan.....	President.....	Brotherhood Railway Carmen of America.
B. M. Jewell.....	Acting President.....	Railway Employees' Department of the American Federation of Labor.

This agreement is dated September 20, 1919, copy of which is attached.

The provisions of the above referred to agreement and the interpretations thereof, issued by the United States Railroad Administration to be applied to all railroads and carriers coming under the Transportation Act of 1920, and to be effective as of March 1, 1920, except as to rates of pay, which are to be as herein requested.

(2) Requests for Increases in Rates of Pay:

- (1) For all Machinists, Boilermakers, Blacksmiths, Sheet Metal Workers, Electrical Workers and Carmen, as defined in the National Agreement, and Molders, including Cupola Tenders and Coremakers, as defined by Supplement No. 4, establish a minimum hourly rate of 85 cents.
- (2) For helpers, above crafts, establish a minimum hourly rate of 60 cents.
- (3) (a) Regular apprentices, all crafts, shall receive as starting rate, 35 cents per hour, with an increase of 2½ cents per hour for each 6 months thereafter, up to and including the first three years, 5 cents per hour increase for the first six months of the fourth year, and 7½ cents per hour increase for the last six months of the fourth year.
- (3) (b) Helper apprentices, all crafts, shall receive the helpers' minimum hourly rate for the first six months, with an increase of two cents per hour each six months thereafter until they have served three years.
- (4) Foremen, Assistant Foremen and Gang Foremen (Leaders) shall be paid on an hourly basis and receive the same overtime compensation as is paid mechanics.
Gang Foremen shall be paid a minimum hourly rate of \$1.00.
Assistant Foremen shall be paid a minimum hourly rate of \$1.05.
Foremen shall be paid a minimum hourly rate of \$1.10.
- (5) Step rates of Article 2, Section 2-A, of Supplement No. 4, to General Order No. 27, shall be increased by bringing all rates of Section 2-A, up to the rates provided for in Section 2, and then adding 17 cents per hour thereto.
- (6) **Minimum differentials.**

Machinists. Machinists required to inspect locomotives and swear to reports required by the Federal Locomotive Inspection Law, shall receive five cents per hour above the minimum rate paid machinists at the point employed.
Autogenous welders shall receive five cents per hour above the minimum rate paid machinists at the point employed.

Boilermakers. Boilermakers assigned as boiler inspectors, also flangers, layers-out, and autogenous welders shall receive five cents per hour above the minimum rate paid boilermakers at point employed.
Helpers on flange fires shall receive five cents per hour above the helpers' rate at point employed.

Blacksmiths. Blacksmiths working or making material six inches or over shall be classified as hammer-smiths and shall receive 10 cents per hour above the minimum rate paid blacksmiths at the point employed. Blacksmiths working material four inches or over shall be classified as heavy fire blacksmiths and shall receive five cents per hour above the minimum rate paid blacksmiths at the point employed. Heaters on heavy fires shall receive 10 cents per hour above the minimum rate paid helpers at point employed. Hammer operators and helpers working with hammersmiths or heavy fire blacksmiths shall receive five cents per hour above the minimum rate paid helpers at point employed. Furnace operators (heaters) operating furnaces for hammersmiths shall receive the minimum rate paid blacksmiths at the point employed. Autogenous welders shall receive five cents per hour above the minimum rate paid blacksmiths at the point employed.

Sheet Metal Workers. Autogenous welders shall receive five cents per hour above the minimum rate paid sheet metal workers at point employed.

Electricians. Autogenous welders shall receive five cents per hour above the minimum rate paid electrical workers at point employed.

Carmen. Autogenous welders shall receive five cents per hour above the minimum rate paid carmen at point employed.

For coach cleaners establish a basic minimum rate of 45 cents per hour, and to this rate and all rates above 45 cents per hour add 11 cents, making a minimum rate of 56 cents.

- (7) These increases are not to be applied in such a manner as to reduce present rates of pay.

Monthly salaries paid foremen and other minor supervisory forces shall be divided by 204 hours, and if the result be less than the minimum hourly rates above provided for Foremen, Assistant Foremen and Gang Foremen, respectively, then the hourly rates above provided will apply. However, if the result be greater than the hourly rates above provided, then the hourly rates secured by dividing the monthly rates by 204 hours shall be the hourly rate.

The rates herein specified to be effective as of January 1, 1919, and to be augmented to the extent that the cost of living has increased since January 1, 1919. For the purpose of application, this percentage shall be reduced to its equivalent in cents per hour or decimal parts thereof. These rates of pay to be incorporated in the National Agreement, negotiated by the organizations signatory hereto, effective May 1, and October 20, 1919, and continue in effect until changed by recognized authority.

PROPOSITION PRESENTED BY AMERICAN TRAIN DISPATCHERS' ASSOCIATION

(June 4, 1920.)

FOR POSITIONS HELD BY CHIEF DISPATCHERS, ASSISTANT CHIEF DISPATCHERS, TRICK DISPATCHERS, RELIEF DISPATCHERS AND EXTRA DISPATCHERS, THE FOLLOWING RATES OF PAY, RULES FOR OVERTIME, AND WORKING CONDITIONS UPON CARRIERS SUBJECT TO THE TRANSPORTATION ACT 1920, WILL GOVERN:

ARTICLE I

The term "train dispatcher," as hereinafter used shall be understood to include chief, assistant chief, trick, relief and extra dispatchers.

ARTICLE II

(a) All employees herein specified shall be monthly employees, but, the compensation of all employees herein specified shall be computed on a daily basis.

(b) To determine the daily basis for all employees herein specified multiply by twelve (12) the regular monthly rate, (exclusive of compensation for extra service), and divide the result by three hundred thirteen (313).

ARTICLE III

Rates of Pay

The monthly rates of pay for positions held by chief, assistant chief, trick, relief and extra dispatchers are hereby fixed as follows:

(a) The wage or salary of chief dispatchers and assistant chief dispatchers fixed by the decision of any agency, or railway board of adjustment in connection therewith, established for executing the powers granted the President under the Federal Control Act, in effect in respect to any chief or assistant chief dispatcher immediately preceding 12.01 a. m., March 1, 1920, is increased thirty (30) per cent above such rate, with a minimum of three hundred and fifteen dollars (\$315.00) and a maximum of three hundred and forty dollars (\$340.00) per month.

(b) The wage or salary of trick dispatchers fixed by the decision of any agency, or railway board of adjustment in connection therewith, established for executing the powers granted the President under the Federal Control Act, in effect in respect to any trick dispatcher immediately preceding 12.01 a. m., March 1, 1920, is increased thirty (30) per cent above such rate, with a minimum of two hundred and sixty dollars (\$260.00) and a maximum of two hundred and eighty-five (\$285.00) per month.

(c) For positions held by regular relief and extra dispatchers compensation shall be computed as provided in Article VI, Sections (b) and (c) thereof.

ARTICLE IV

(a) The entering of employees in the positions occupied in the service (that is, where employees succeed to the positions formerly held by train dispatchers), or changing their classification or work, shall not operate to establish a less favorable rate of pay or condition of employment than is herein established.

(b) When a new position is created the rate of pay shall be the same as for positions of a similar nature on the same railroad.

(c) Where existing pay roll classification does not conform to Article III, employees performing service in the classes specified therein shall be classified in accordance therewith.

ARTICLE V

(a) Eight (8) consecutive hours shall constitute a day's work. Dispatchers shall not be required to work split tricks.

(b) Overtime shall be computed pro rata on the actual minute basis.

ARTICLE VI

(a) Chief, assistant chief, regular trick and relief dispatchers (and extra dispatchers who perform six days dispatching service in one week) will be allowed and required to take one day off per week, unless prevented by unavoidable emergency, in which case extra compensation at the rate of time and one-half will be allowed in lieu of the day off.

(b) On roads, or divisions thereof, where relief requirements regularly necessitate four or more days of relief service per week, in one or more offices, relief dispatchers will be employed on monthly basis, and will be paid the daily rate of each dispatcher relieved; and when not engaged in dispatching service, will be assigned to other duties and during such time will receive therefor a daily rate equal to the average of the maximum and minimum daily rates received by trick dispatchers relieved.

(c) On roads, or divisions thereof, where relief requirements are regularly less than four days per week, such relief service may be performed by extra dispatchers; and on roads, or divisions thereof, where a relief dispatcher is employed to perform six days service per week and the relief requirements do not exceed nine days per week, the excess service may be performed by extra dispatchers, who during such time will be paid daily rate of each dispatcher relieved.

The terms "relief dispatcher" and "extra dispatcher" should not be confused.

(d) When dispatchers are required to leave their established headquarters, which will be designated by superior officer, to relieve dispatchers at other points, they will be paid necessary actual expenses while away.

(e) Chief and assistant chief dispatchers will be relieved by assistant chief, regular trick or relief dispatchers, with respect to seniority.

(f) Chief, assistant chief, regular trick and relief dispatchers will be granted two weeks (12 working days) vacation per annum, with pay, provided they have been in the service in such capacity one year.

Extra dispatchers who have been in the service as such for a period of one year, and who have performed actual service as such seventy-five per cent of that time, will be granted the same vacation as regularly employed train dispatchers.

Any dispatcher entitled to vacation, in the event of failure to receive same through no fault of his own, will be allowed pro rata compensation in lieu thereof.

(g) Chief, assistant chief, regular trick and relief dispatchers will be paid for time lost on account of personal sickness not to exceed sixty (60) days in any calendar year.

(h) When dispatchers lose time in changing positions, in compliance with the directions of superior officers, they will be paid for time so lost.

(i) Train dispatchers and their families will be granted the same transportation privileges as are now customary.

(j) In the choice of positions, or in the advancement of train dispatchers, on their respective divisions, the following considerations will govern:

First.—Fitness for position.

Second.—Length of service.

Train dispatchers not advanced in order of seniority as positions become vacant shall be given a reason in writing.

Committees representing the carriers and train dispatchers may, by mutual agreement, extend or deviate from the provisions of this section.

(k) In the matter of promotions dispatchers shall be accorded equal consideration with other employees.

ARTICLE VII

(a) A train dispatcher will in no case be demoted, disciplined, or discharged for disciplinary cause, until after given an opportunity to defend himself as prescribed in the following sections:

(b) A train dispatcher against whom charges may be preferred, or who on his own part may consider himself unjustly treated, shall be granted a fair and impartial hearing, before the Superintendent, within five days after notice by either party. Such notice shall be in writing and shall clearly specify the nature of the charge or the nature of the complaint. A decision shall be rendered as soon as possible, and in any event, within five days after the completion of the hearing.

(c) In the event of an adverse decision the right of the aggrieved party to appeal to the next higher officer up to and including the General Manager, or operating officer of equal rank, is hereby established. If an appeal is taken, it must be filed in writing within fifteen days after date of decision, and a copy of the appeal furnished to both the officer appealed to, and to the one whose decision is appealed. The hearing and decision on appeal shall be governed by the time limits of section (b).

(d) At the original hearing or on the appeal, the train dispatcher involved may be assisted by such representatives as he may choose.

(e) If the final decision decrees that charges against the train dispatcher were not sustained, or that his individual complaint was just, he shall be recompensed for all time lost.

(f) A transcript of all the evidence taken at the original hearing or on the appeal shall be furnished on request of the train dispatcher or his representative.

(g) When requested in writing service letters will be furnished to all dispatchers leaving the service of the company.

(h) Representatives and committees of train dispatchers shall be granted leave of absence and free transportation for the adjustment of differences between the carriers and the train dispatchers, when the issuance of such transportation will not conflict with the provisions of existing laws.

ARTICLE VIII

In case a train dispatcher accepts an official position with the railroad company party to this schedule, or accepts a salaried position with the American Train Dispatchers Association, he will be considered in the service of that railroad company as to his rank and rights of promotion, and will retain the same rank that he would have attained in actual service.

ARTICLE IX

The foregoing schedule of wages and working conditions for train dispatchers on the railroads signatory hereto is hereby accepted as having been agreed to, understood and arranged between the representatives of such railroad and the American Train Dispatchers Association, representing the train dispatchers of said railroad, and it is further understood that they shall remain in effect until thirty days' notice of desire for a change shall have been given by either party.

